PRINCIPAL CONFIDENTIALITY & REGISTRATION AGREEMENT:

Colliers International Northeast Florida, Inc. 50 North Laura Street, Suite 1725 Jacksonville, FL 32202

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Colliers International Northeast Florida, Inc. ("Listing Broker") is exclusively retained by and is/are acting as Owner(s) agent. Owner(s) shall pay all fees due Listing Broker in connection with the Property(s). All registrations are subject to:

- Confidential information in the Offering Memorandum will not be used by you in a way that is detrimental to Owner or Broker.
- You will use the confidential information solely to evaluate the acquisition of the Property and solely for your own personal use or the use of your employees, advisors, lenders, or consultants ("Permitted Parties") assisting in your evaluation.
- You agree to defend, indemnify and hold Owner and Broker harmless from and against all loss, damage or expense sustained or incurred by Owner or Broker by reason of any unauthorized distribution or disclosure.
- Listing Broker represents Owner in effectuating a sale of above Property, and all negotiations will be conducted through Broker.
- Potential Purchaser hereby authorizes Participating Broker (if blank, it is acknowledged that no Advisor/Broker/Agent is involved) to represent you as your real estate Advisor/Broker/Agent ("Participating Broker") with respect to the possible transaction of the Property(s). However, failure to designate a Participating Broker in this Agreement will be interpreted by all parties to this Agreement that no Participating Broker has been chosen to represent you in this possible transaction.
- Upon execution of this Agreement and Participating Broker/Agent Agreement by you and your Participating Broker, you are hereby authorized to provide the Confidential Information to your Participating Broker subject to your Participating Broker agreeing that his/her authorization to act in any capacity with respect to the possible transaction is limited to you. Your Participating Broker further agrees that he/she will not discuss or distribute the Confidential Information or excerpts regarding the Confidential Information to any other party, and will otherwise be bound by the terms hereof.
- You will not, without the prior written consent from the Owner, contact any lender, tenant or manager of the Property.
- You acknowledge that neither Owner nor Broker have made representations or warranties to the accuracy or completeness of the Confidential Information and you understand these materials are subject to errors, omissions, and changes.
- The Offering Memorandum or access to our secure website will not be furnished to you in the absence of this Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 10. Potential Purchaser agrees that this Agreement shall expire on the earlier of: a) 180 days from the acceptance of this Agreement by the Listing Agent, b) termination of the Listing Agreement and protection period, c) sale of the Property(s), d) upon written notification from the registered Potential Purchaser, e) at any time registered Potential Purchaser terminates Participating Broker as agent by written notice or by appointing another broker to act as its exclusive agent.
- The Potential Purchaser acknowledges that the Property(s) is/are being offered for sale subject to withdrawal of all or part thereof from the market, change in offering price and/or terms, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Potential Purchaser, or for any other reason whatsoever, without notice. Potential Purchaser acknowledges that the Property(s) is/are being offered without regard to race, creed, sex, religion or national origin.
- 12. Potential Purchaser acknowledges that Listing Agent and the Owner(s) expressly reserve the right, at their sole discretion, to alter or amend the terms of the Property(s) offering, including commissions. Owner(s) shall have no legal commitment or obligation to any entity reviewing the Marketing Information or making an offer to acquire the Property(s) unless and until a written Agreement for such acquisition has been fully executed, delivered and approved by the Owner(s) and any conditions to the Owner(s) obligations there under have been satisfied or waived.

<u>PURCHASER REGISTRATION:</u> AGREED TO T	HIS DAY OF	, 20	
Name of Property or Address for which you wo	uld like more information: _		
Purchaser Name & Company (Print Legibly): _			
Mailing Address:			
Phone Number:	E-mail Address:		
			(Signature)
Participating Broker Name & Company (Print Lo	egibly):		
HOW DID YOU FIND OUT ABOUT THIS PROPER	RTY?		
☐ CoStar ☐ LoopNet ☐ Property Blast	☐ Direct from Agent	☐ Other:	