

**BUYER-PRINCIPAL REGISTRATION, NON-CIRCUMVENT AND CONFIDENTIALITY AGREEMENT**

- A. Forte Commercial Property Services, Inc. has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). FCPS will not disclose or allow the use of such Informational Materials unless and until the Potential Purchaser has executed this agreement. The use of any materials provided by FCPS is subject to the following conditions:
- B. All Informational Materials pertaining to the Property, which may be furnished by FCPS, shall continue to be the property of the Owner and FCPS. The Informational Materials will be used solely for the purpose of the Potential Purchaser and may not be copied or duplicated without FCPS written consent and must be returned to FCPS immediately upon FCPS's request or when the Potential Purchaser terminates negotiations with respect to the Property.
- C. The Informational Materials may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property.
- D. The Potential Purchaser understands and acknowledges that FCPS and the Owner do not make any representations or warranty as to the accuracy or completeness of the Materials and that the information used in the preparation of the Informational Materials was furnished to FCPS by others and has not been independently verified by FCPS and is not guaranteed as to completeness or accuracy.
- E. The Potential Purchaser hereby indemnifies and holds harmless FCPS and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this Agreement including, without limitation, claims for brokerage commissions from any agent representing Potential Purchaser. The undersigned below does hereby covenant that I/we shall not commence or maintain any suit thereon against FCPS whether at law or in equity at any time.
- F. The Potential Purchaser understands and acknowledges that should negotiations lead to closed transaction that FCPS shall be recognized as the procuring cause. It is also understood that our fees are typically paid by the seller, however during contract negotiations, our fees may be reduced.
- G. The Potential Purchaser agrees not to circumvent FCPS its agents, and/or the owner while pursuing this opportunity. The Potential Purchaser agrees not to contact the owner or any of its representatives and/or the lender or any of their representatives. The Potential Purchaser agrees not to pursue negotiations through anyone else other than FCPS. This agreement terminates two (2) years from the date executed.

If in agreement with the foregoing, please return one signed copy of this agreement to Forte Commercial Property Services, Inc. Attention: Robert Morvillo 561-345-0306 bobmorv@gmail.com

- I am a Potential Purchaser-Principal
- I am a Broker acting as a Purchaser-Principal

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Cell No. : \_\_\_\_\_ Fax No.: \_\_\_\_\_ Other No.: \_\_\_\_\_

Email: \_\_\_\_\_

Accepted And Agreed to this \_\_\_ Day of \_\_\_\_\_ 201\_

\_\_\_\_\_(Buyer-Principal Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COOPERATING BROKER REGISTRATION, NON-CIRCUMVENT AND CONFIDENTIALITY AGREEMENT**

If you are a Broker, this form must be completed in its entirety and submitted with the above agreement for your Buyer-Principal

- A. Forte Commercial Property Services, Inc. has available for review certain information ("Confidential Information") concerning the Property or properties identified above. Forte Commercial Property Services, Inc. may make such Confidential Information available to the undersigned broker acting as an agent for the "Buyer-Principal" listed above upon execution of this Confidentiality/Registration Agreement. By signing below the undersigned broker acknowledges and agrees to all of the terms and conditions included in the above Buyer-Principal Confidentiality/Registration Agreement as well as the following terms and conditions:
- B. Non-disclosure of Information. The information will be kept confidential by you, will not be used for any purpose other than in connection with the Evaluation, and you will neither disclose nor allow the disclosure of the Information to anyone other than such of the partners, directors, officers, lenders, employees, agents, counsel, consultants, or representatives of the Potential Purchaser listed in the above agreement (collectively, "Your Clients Representatives") as are appropriate in order to conduct the Evaluation, or to other persons who have executed confidentiality agreements with Provider or Owner with respect to the Information. You will (a) inform each of Your Representatives receiving Information of the confidential nature of the Information and (b) direct Your Representatives to treat the Information confidentially and not to use it other than in connection with the Evaluation. Any disclosure by Your Representatives which, if made by you, would be a breach of this Agreement, shall also be a breach by you of this Agreement.
- C. Non-Solicitation of Third Parties. Without limiting the generality of the foregoing provisions of this Agreement, you agree that you will not circulate, and will not be permitted to be circulated, the terms of, nor the existence of, any Information other than to Your Client as listed in the agreement above.
- D. The registered broker below agrees not to circumvent FCPS, its agents, and/or the owner while pursuing this opportunity. The Potential Purchaser & broker agree not to contact the owner or any of its representatives and/or the lender or any of their representatives. The Potential Purchaser and their broker agree not to pursue negotiations through anyone else other than FCPS. This agreement terminates two (2) years from the date executed.

**COOPERATING BROKER AGREEMENT ACKNOWLEDGED AND AGREED:**

CoOperating Broker's Commission: 2%

Brokerage Company: \_\_\_\_\_

Address: \_\_\_\_\_

Office No. : \_\_\_\_\_ Cell No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Accepted And Agreed to this \_\_\_\_ Day of \_\_\_\_\_ 201\_\_

\_\_\_\_\_(Principal Broker Signature)

Principal Broker Name: \_\_\_\_\_(Please type)