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1601 Forum Place
Suite 200
West Palm Beach, FL 33401

Fax Cover

TO: Prospective Broker

FROM: Neil E. Merin, SIOR, CCIM

TOTAL PAGES: 7

SUBJECT: Innovation Office Center, Jupiter Florida
Broker Registration & Client Confidentiality

MESSAGE: Thank you for your interest in our listing of Innovation Office Center in Jupiter, Florida.

Attached please find the Broker Registration Agreement and the Client Confidentiality Agreement for the Property.

Please complete and execute the agreements and return it to our office via the fax number provided above.

Be sure your client completes and signs the bottom of the Client Confidentiality Agreement and inserts your brokerage firm name in Section #9.

Without the completed agreement, we will be unable to provide further information.

Please contact us with any questions you may have.

Thank you.

This message contains information which may be confidential and/or legally privileged. Unless you are the addressee (or authorized to receive faxes for the addressee), you may not use, copy or disclose to anyone the message or any other information contained in the message or any attachment. If you have received this message in error, please advise the sender by reply fax and delete the message and any attachments and destroy all hard copies of same. Thank you.

**CO-BROKER REGISTRATION, CONFIDENTIALITY, AND COMMISSION POLICY
FOR SALES PROSPECTS**

MERIN HUNTER CODMAN, INC. is the exclusive selling agent for **Innovation Office Center, Jupiter, Florida** (“Project”).

In order to encourage cooperating broker participation with our sales effort, and to avoid conflicts in any transaction, Merin Hunter Codman, Inc. (“Broker”) has established the following registration guidelines and commission schedule.

I. **PROSPECT REGISTRATION AND REPRESENTATION**

A. In order for a cooperating broker (“Co-Broker”) to register a prospective Buyer with Broker, Co-Broker must:

1. Present to Broker an authorization letter on prospect’s letterhead, signed by Prospect authorizing Co-Broker to represent Prospect with regard to purchase negotiations. The acceptance of said authorization letter by Broker will be in writing, addressed to both Co-Broker and Prospect; and/or
2. With Prospect, attend an initial meeting at the offices of Broker (or an office acceptable to Broker), at which time a representative of Broker shall be introduced to Prospect, and present to said Prospect the Project.
3. Agree to treat the terms and conditions of purchase negotiations, and any subsequent agreement, with complete confidentiality.
4. Diligently pursue the sale and assist Broker in any way necessary to complete the sale.
5. Agree to conduct all negotiations through Broker and not contact the Seller directly.
6. Agree to share all costs of collection, if any, on a pro-rata basis with Broker.
7. Execute disclosures per Florida Statute 475 within five days hereof.
8. Hold an active Florida real estate license or be lawfully authorized to collect real estate commissions.
9. If any disputes arise as a result of this Agreement, the legal costs of the prevailing party will be reimbursed by the other party.

B. The registration shall be for an initial term of ninety (90) days (the “Initial Term”). In the event negotiations are still in process at the end of the Initial Term and Co-

Broker remains actively involved in negotiations, then the Initial Term may be extended by Broker, only by an agreement in writing executed by Broker.

- C. The registration shall be automatically terminated if any of the following events occur.
1. Broker sends a written notice of termination to Co-Broker and Prospect, advising Co-Broker that the registration is being terminated for cause, which for purposes of this Agreement shall be any violation of the terms hereof, or any criminal or unethical act by Co-Broker; or
 2. The expiration of the Initial Term or any written extension thereof.
 3. If another co-broker (“New Co-Broker”) presents a letter from Prospect representing that Prospect has authorized New Co-Broker, to act as Prospect’s representative.
- D. In the event of a dispute between Co-Broker and any other broker, or Co-Broker and Prospect, then Co-Broker shall indemnify and hold Seller and Broker harmless from any damages, fees or costs, including reasonable attorney’s fees and costs at both trial and appellate levels.
- E. The registration of Prospect shall not be construed as an exclusive listing, option or commitment with respect to the Project or any particular agreement regarding the Project or any part thereof. Co-Broker acknowledges that Broker is simultaneously offering the Project to other brokers and other clients on its own account. Co-broker acknowledges that this registration applies to this property only.

II. COMMISSIONS

- A. A commission shall be payable to Co-Broker on a closed purchase transaction in accordance with the executed Purchase Contract. NAI/Merin Hunter Codman shall pay Co-Broker a commission of one percent (1%) of the purchase price. Co-Broker accepts this commission as Co-Broker’s full and only compensation for Co-Broker’s registration of the Prospect herein. Payment by NAI/Merin Hunter Codman to Co-Broker shall occur only after the commission has in fact been collected by NAI/Merin Hunter Codman and the funds have cleared. NAI/Merin Hunter Codman agrees to make such payment to Co-Broker within ten (10) business days following the clearance of such funds. If for any reason the commission amount to NAI/Merin Hunter Codman is reduced, the Co-Broker will accept a pro-rata commission reduction from the above-stated percentage.

III. CO-BROKER’S AGENCY DISCLOSURE

- A. Broker will act as agent for Seller in purchase transactions and will be paid a commission by Seller. Co-Broker will act as agent for Prospect in purchase transactions and will be paid a commission by Seller through Broker. Broker will not act as agent for Prospect in purchase transactions. Co-Broker will not act as agent for Seller in purchase transactions. The fact that Seller will pay a commission to Co-Broker does not constitute Co-Broker as agent of Seller, nor does such fact constitute Co-Broker as dual agent for both Seller and Prospect.

Seller reserves the right to withdraw the property from the market or to sell same to another buyer without notice or liability to Co-Broker any time prior to the execution of a fully-executed Purchase Contract.

IV. CONFIDENTIALITY

- A. Co-Broker hereby warrants and represents to Merin Hunter Codman, Inc. and Landlord that:
1. The Co-Broker shall use its best efforts not to divulge, or otherwise disclose to any third party, other than the Prospect, any of the contents of:
 - a. This Co-Brokerage and Confidentiality Agreement;
 - b. Any proposal and/or letter offering submitted to the Prospect by Merin Hunter Codman, Inc. and/or by Seller; or
 - c. Any Purchase Agreement submitted to the Prospect resulting from any offers and/or letter offering.
 2. The Co-Broker will not copy, duplicate, transmit, or disseminate any information given to Co-Broker about this property to anyone other than the Prospect covered by this Agreement.
 3. The Co-Broker is a Florida licensed real estate broker, license # _____.
 4. Federal I.D. # _____.

Such warranties and representations are a material consideration for Merin Hunter Codman, Inc. and the Seller entering into this Agreement with the Co-Broker; and the Co-Broker acknowledges and understands that irreparable harm to Merin Hunter Codman's and Seller's marketing efforts for the above-referenced property will occur as a result of the Co-Broker's breach of this Agreement. In the event of a dispute between Merin Hunter Codman, Inc. alone, or Merin Hunter Codman, Inc. and Seller together, and the Co-Broker arising out of this Agreement, the prevailing party's legal fees and other reasonable expenses will be paid by the other party.

V. ENTIRE AGREEMENT

- A. There are no understandings, representations, or agreements, either oral or written, other than those set forth herein. This instrument constitutes the entire agreement between the parties hereto and shall be binding upon them and their respective heirs, administrators, successors, executors, and assigns.

SELLER RESERVES THE RIGHT TO REFUSE ANY AND ALL OFFERS WITHOUT EXPLANATION AND IN ITS SOLE DISCRETION.

We, the undersigned, accept and agree to the terms and conditions set forth in this Broker Registration and Commission Policy.

Read, Acknowledged and Agreed to:

Co-Broker:

Merin Hunter Codman, Inc.

By: _____

Date: _____

Broker:

(Print Firm Name)

Date: _____

By: _____

Print Name: _____

SCHEDULE "A"

(This Schedule "A" is attached to and made a part of the MHC, Inc. Prospect Registration Policy and Co-Brokerage Agreement for Innovation Office Center in Jupiter, FL).

Name, Address and Telephone Number & E-mail Address of Co-Broker:
(Include Individual Contact and Company Name)

Name, Address and Telephone Number and E-mail Address of Prospect:
(Include Individual Contact and Company Name)

MERIN HUNTER CODMAN, INC.,
a Florida corporation

(Name of Co-Broker, Place your FIRM name above)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

MERIN HUNTER CODMAN, INC.

CLIENT CONFIDENTIALITY AGREEMENT

MERIN HUNTER CODMAN, INC., a Florida corporation ("MHC"), as exclusive agent for the owner ("Owner") of the property known as Innovation Office Center in Jupiter, Florida (the "Property"), has certain confidential information concerning the Property (collectively the "Evaluation Materials"), which MHC is prepared to furnish you in connection with a potential sale or lease of the Property to you. Owner has authorized MHC to provide you with the Evaluation Materials only on condition that you agree to treat the Evaluation Materials confidentially. As a prerequisite to our furnishing the Evaluation Materials to you, you hereby represent and agree as follows:

1. The Evaluation Materials furnished to you will not be used by you for any purpose other than to evaluate a possible purchase or lease of the Property by you. You agree to keep all Evaluation Materials (other than information which is a matter of public knowledge) strictly confidential; provided, however, that the Evaluation Materials may be disclosed to your employees and your law and accounting firms (together, the "Permitted Parties"). The Permitted Parties shall be informed by you of the confidential nature of the Evaluation Materials and shall be directed by you to treat the Evaluation Materials with strict confidentiality.

2. You agree not to make, and agree to direct the Permitted Parties not to make, any of the Evaluation Materials available, or disclose any of the contents of the Evaluation Materials, to any person unless (i) such person is identified to MHC (ii) MHC has approved, in writing, the furnishing of Evaluation Materials or such disclosure to such person, and (iii) such person has entered into a confidentiality agreement with MHC.

3. Without our prior written consent, you agree not to, and agree to direct the Permitted Parties not to, disclose to any person that (a) discussions or negotiations are taking place concerning a possible purchase or lease of the Property by you, or (b) the terms, conditions, or other facts with respect to any such possible purchase or lease, including the status thereof. The term "person" as used in this Agreement shall be interpreted broadly and shall include, without limitation, any corporation, partnership, trust, individual, or other entity.

4. You agree that any and all questions related to your evaluation of the Property shall be directed solely to MHC.

5. You shall promptly upon our request return to us all the Evaluation Materials furnished to you, whether furnished before or after the date of this Agreement, including any documents or materials prepared by you which contain confidential information obtained from the Evaluation Materials. Photocopying or other reproduction of the Evaluation Materials is strictly prohibited.

6. You understand that the Evaluation Materials have been prepared by MHC primarily from information supplied by Owner. Although the Evaluation Materials have been reviewed by Owner and MHC, they do not purport to be all-inclusive or to contain all of the information which you may desire. You acknowledge that neither MHC, nor any person acting on MHC's behalf, has made any representation or warranty as to the accuracy or completeness of the Evaluation Materials. You agree that neither MHC, nor persons acting on MHC's behalf, shall have any liability to you resulting from the delivery to, or use by, you of the Evaluation Materials or otherwise with respect thereto.

7. You recognize and hereby acknowledge that a breach or violation by you of any or all of the covenants and agreements contained in this Agreement may cause irreparable harm and damage to Owner and to MHC in a monetary amount which may be virtually impossible to ascertain. As a result, you recognize and hereby acknowledge that MHC and Owner shall be entitled to an injunction from any court of competent jurisdiction enjoining and restraining any breach or violation of any or all of the covenants and agreements contained in this Agreement by you and/or your employees, associates, affiliates, partners, agents and Permitted Parties, either directly or indirectly, and that such right to injunction shall be cumulative and in addition to whatever other rights or remedies Owner and MHC may possess hereunder, at law or in equity. Nothing contained in this paragraph shall be construed to prevent MHC or Owner from seeking and recovering from you any damages sustained as a result of any breach or violation by you of any of the covenants or agreements contained in this Agreement.

8. You agree to indemnify, defend and hold MHC, MHC's subsidiaries and affiliates, officers, directors and shareholders harmless from any loss, liability, damages, costs and expenses including attorney's fees and court costs at both trial and appellate levels arising out of any violation of this Agreement, including, but not limited to, the unauthorized use, distribution and/or dissemination of the Evaluation Materials.

9. You represent and warrant to MHC that the only real estate broker, salesman or finder involved in this transaction other than MHC is _____ (if none, insert "NONE" if left blank, NONE is assumed). If a claim for brokerage in connection with the transaction is made by any other broker, salesman or finder claiming to have dealt through you or on your behalf, you shall indemnify, defend and hold MHC, and MHC's officers, directors, agents and representatives harmless from all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs) with respect to said claim for brokerage.

This agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event any legal action or proceeding is commenced to interpret or enforce the terms of or obligations arising out of this Agreement, or to recover damages for the breach thereof, the party prevailing shall be entitled to recover reasonable attorney's fees, court costs and expenses, at both trial and appellate levels. You understand and agree that Owner is specifically intended as a third party beneficiary of this Agreement and shall have the right, either severally or jointly with MHC, to enforce its provisions.

READ, ACKNOWLEDGED AND AGREED TO:

Print
Company
Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Phone: _____

Fax: _____

Email: _____

(Please be sure to complete Section 9)