

Requested Documents

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**CO-OPERATING BROKERAGE AGREEMENT, CONFIDENTIALITY AGREEMENT
NON-CIRCUMVENTION AGREEMENT AND REGISTRATION AGREEMENT**

Agent/Associate for Buying Broker: _____

(Please Print Your Legal First and Last Name)

Buying Broker: _____

(Please Print Your Broker of Record's First/Last Name AND Your Company Name)

From Listing Broker: **Capital Commercial Real Estate Group, Inc. C.C.R.E.G.I.**

Do Not Fill In This Column

Brochure	Property Type	Units/Sq. Ft.	City/Description	Price	Co-Broke Fee

WARNING!

Attention Brokers! It is important that neither you or your Prospective Buyer(s) visit any of the above Property(s), or contact the owners, their employees, tenants or customers without the written authorization of Capital Commercial Real Estate Group, Inc.. ("C.C.R.E.G.I."). Violation of this covenant will void C.C.R.E.G.I.'s offer to compensate Broker in the event of a sale. In addition, Broker will be held responsible to C.C.R.E.G.I. if Broker's acts cause or result in C.C.R.E.G.I. being deprived of a commission or of the opportunity to earn a commission or if Brokers acts cause or result in C.C.R.E.G.I.'s relationship with Seller to become compromised or terminated and Broker will be liable to CCREGI for damages resulting from Broker's actions.

We are enclosing at your request an agreement [the Agreement] for the above Property(s). Kindly sign below and list your Prospective Buyer's name(s) in the space provided and return a copy to us via mail or facsimile. We will then forward to you an executed copy of this agreement along with information on each Property, at which time this agreement shall become effective.

- In order to avoid misunderstandings that might impair friendly cooperative relations between our offices, it is hereby agreed that Broker acknowledges the following:
1. Broker registers with C.C.R.E.G.I. the person or entity, including any related parties or affiliates of such person or entity, who has signed the Prospective Buyer Registration & Prospective Buyer Confidentiality Agreement, attached hereto and made a part hereof as Exhibit (A) "Prospective Buyer", as a potential purchaser of the Property. Broker is not authorized to discuss the sale of the Property with Prospective Buyer until Broker has received an executed copy of this Agreement countersigned by Capital Commercial Real Estate Group, Inc. which shall serve as authorization for Broker to discuss the sale of the Property with Prospective Buyer only.
 2. Upon our receipt of this Agreement signed by Broker, C.C.R.E.G.I. will provide the Broker with certain confidential information relative to the business and affairs of the Property, as well as other information that may be pertinent to the sale of the Property or specific information requested by the Prospective Buyer, all of which will hereinafter be referred to as (*Confidential Information*). The Confidential Information is believed to be accurate, has been obtained from sources believed to be reliable however the information is not based upon the personal knowledge of C.C.R.E.G.I., and neither C.C.R.E.G.I. nor the Owner makes any claims or assumes any responsibility for the accuracy or completeness of the Confidential Information. Neither the Owner nor C.C.R.E.G.I. shall have any liability for any reason to the Prospective Buyer and/or Broker resulting from the use of the Confidential information by the Prospective Buyer and/or Broker. C.C.R.E.G.I. encourages Prospective Buyer to thoroughly review and independently verify to Prospective Buyer's own satisfaction that the data provided is substantially representative of the property and/or can be relied upon when considering the purchase.
 3. If the Prospective Buyer, actually consummates a purchase of the Property or if Broker or an affiliate of Broker receives a commission as a result of the sale of the Property during the term of this Agreement, C.C.R.E.G.I. and Broker agree to share the commission paid as a result thereof, except as otherwise expressly provided herein. C.C.R.E.G.I. agrees to pay Broker portion of the Company's Brokerage Fee as indicated on the Table on Page 1 of this Agreement, if, as and when C.C.R.E.G.I. actually receives the Company's Brokerage Fee from the Owner on account of the sale of the Property to the Prospective Buyer. No commission shall be due or payable from C.C.R.E.G.I. to Broker until C.C.R.E.G.I. receives the Company's Brokerage Fee as a result of the such sale, and *no commission shall be payable from C.C.R.E.G.I. if sale is to any person other than the Prospective Buyer.* Broker is encouraged to register with C.C.R.E.G.I. all bona fide customers. If during the term of this Agreement, a commission is paid to Broker as a result of the Prospective Buyer's purchase of the Property or if Broker receives a commission as a result of the sale of the Property, Broker agrees to pay C.C.R.E.G.I. a share of commission in the same proportion as the Company's Brokerage Fee would have been divided. In the event that less than the full Company's Brokerage Fee or commission is collected by C.C.R.E.G.I. or by Broker, then the total amount collected by both of us shall be divided between C.C.R.E.G.I. and co-Broker in the same proportion as the Company's Brokerage Fee would have been divided.
 4. Broker represents and covenants that Broker and all persons acting for Broker in conjunction with this Agreement are, and at all material times will be licensed in accordance with the Florida Real Estate Licensing Law, Chapter 475, Florida Statutes.
 5. The parties agree that a facsimile transmission of this agreement and all signatures and initials thereto shall be deemed an original document with the same legal force and effect as an original. This Agreement may be executed in counter parts, each of which shall be considered an original, but all of which, taken together shall be considered as one Agreement. Offer or acceptance of this Agreement may be made by any Party by delivery of an executed original hereof or by delivery of an executed copy hereof by telecopy or facsimile machine to the other parties. If offer or acceptance is by telecopy, an executed original shall be delivered promptly thereafter, but such subsequent delivery of an original is not a condition of either offer or acceptance.
 6. C.C.R.E.G.I. is a Non Representative Broker as defined by Chapter 475, F.S., and does not offer sub agency as C.C.R.E.G.I. is not an agent for the Prospective Buyer or Owner. Broker must be a Non-Representative Broker, Transaction Broker or a Single Agent Representing the Prospective Buyer(s). Neither Broker nor Broker's sales associates have any authority to make any agreement or representation on behalf of C.C.R.E.G.I.

Agent's Initials Here 

REVFE16

Should you have any problems or questions, please:

E-MAIL: info@capitalcomgroup.com

Fax: 1 (888) 870-9290

PHONE: (954) 455-3366 x 207

WEBSITE: www.capitalcomgroup.com

7. This Agreement shall remain in effect for a period of Thirty Six (36) months (the term of this agreement) and shall apply to the above properties referenced within this agreement in addition to the named Prospective Buyer and this obligation shall not be affected if the Owner subsequently lists the property directly with the Broker or any other real estate licensee or if the listing agreement expires. This Agreement has been negotiated at arms length between persons knowledgeable in the matters dealt with herein. The parties agree that the language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party; this Agreement constitutes the entire agreement of the parties hereto with respect to the matters addressed herein, and supersedes all prior or contemporaneous contracts, promises, representations, warranties, and statements, whether written or oral with respect to such matters; and this Agreement may not be changed except by a written agreement signed by all of the parties hereto. The laws of the State of Florida shall govern this Agreement.

8. All Confidential Information furnished to Broker, and Prospective Buyer, shall be the property of C.C.R.E.G.I. The Confidential Information may be used by the Prospective Buyer solely for the purpose of determining the Prospective Buyer's interest in the Property and may not be copied or duplicated by the Broker or Prospective Buyer without the written consent of C.C.R.E.G.I. The Confidential Information is to be returned to C.C.R.E.G.I. immediately upon request or when the Prospective Buyer declines to make an offer for the Property or terminates any discussions or negotiations with respect to the Property. The Broker may not make any Confidential Information available, or disclose any of the contents thereof, to any person other than the Prospective Buyer. Any breach of this Confidentiality Agreement shall result in the forfeiture of any fees due Broker. Broker agrees during the term of this agreement not to discuss the sale of the Property directly with the Owner, staff, personnel or tenants at the Property, nor visit the site without an agent from C.C.R.E.G.I., nor make phone calls to the site making reference to the property being offered for sale, nor make known to other parties that the property is being considered for sale or purchase without prior written permission from C.C.R.E.G.I. All offers and questions shall be presented to the Owner through C.C.R.E.G.I. In the event Cooperating Broker fails to observe the confidentiality and non-circumvention provisions of this Agreement, C.C.R.E.G.I.'s and Cooperating Broker agree that it would be impractical and extremely difficult to estimate the damages that C.C.R.E.G.I.'s may suffer. Therefore, C.C.R.E.G.I.'s and Cooperating Broker agree that the reasonable estimate of the total net detriment that C.C.R.E.G.I.'s would suffer in the event that Cooperating Broker defaults on this Agreement is and shall be, and C.C.R.E.G.I.'s sole remedy, whether at law or in equity, shall be, the right to receive from Cooperating Broker an amount equal to the six percent of the purchase price of the applicable Properties related to such breach or failure. The payment and performance of the above as liquidated damages is not intended as a forfeiture or penalty within the meaning of applicable law and is intended to settle all issues and questions about the amount of damages suffered by C.C.R.E.G.I.'s in the applicable event, irrespective of the time when the inquiry about damages may take place. On any such failure by Cooperating Broker, this Agreement shall be terminated, and neither party shall have any further rights or obligations under this Agreement, each to the other, except for the Cooperating Broker's obligations to C.C.R.E.G.I.'S under this section, and the right of C.C.R.E.G.I.'S to collect such liquidated damages to the extent not theretofore paid by Cooperating Broker.

9. Broker indemnifies and save harmless C.C.R.E.G.I. and our respective affiliates, successors, and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any claim by any other party if such claim is based in whole or in part on dealings with Broker and/or any breach of any of the terms of this agreement by Broker. In the event that the Broker or Prospective Buyer violates the confidentiality covenant or any other covenant herein with respect to one or more of the properties stated within C.C.R.E.G.I. shall be entitled to all remedies provided by law, including, but not limited to, injunctive relief and damages. In addition, in the event that Broker breaches any term of this agreement causing or resulting in injury or loss to C.C.R.E.G.I. then Broker shall be responsible for C.C.R.E.G.I. damages and for all attorneys' fees and costs incurred by C.C.R.E.G.I. to enforce or interpret the provisions of this agreement. In addition to all other remedies provided by law, C.C.R.E.G.I. shall be entitled to injunctive relief.

10. The Property is offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Prospective Buyer, or for any other reason whatsoever without notice. The Property is being offered without regard to race, creed, sex, religion or national origin.

11. If any of the terms or provisions of this agreement is held or deemed to be invalid or unenforceable by a court of competent jurisdiction, this agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this agreement.

12. The Broker shall not have the right to advertise that the property is for sale and C.C.R.E.G.I. has the exclusive rights to publicize the sale of the property in the event of a sale.

13. The terms purchase, sale or other similar language refers to the purchase or sale of all or a portion of the Property or any interest in the Property, to the purchase and leaseback of the Property or to any joint venture, development or Trusteeship between the Owner and Prospective Buyer, or to any gift, option, voluntary transfer for consideration, lease with option to buy, lease purchase, Agreement for deed, any deferred closing technique, exchange, or by any other conveyance or transfer of any legal or equitable interest in the property to any person or entity, including any entity owned or controlled to any extent either directly or indirectly by Prospective Buyer.

14. By the signatures below and execution of this agreement thereby, each of the signatories separately and individually and their associates confirm that any corporation, organization, firm, company or individual of which this signatory is a part to or of, member of, principal of, or agents for said association is bound hereby.

15. **NO COMMISSION WILL BE DUE BROKER FROM C.C.R.E.G.I. IF BROKER FAILS TO REGISTER A BROKER'S CUSTOMER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.**

16. **C.C.R.E.G.I. CANNOT PREVENT A PROSPECTIVE BUYER FROM GOING TO ANOTHER BROKER AFTER THE PROSPECTIVE BUYER HAS BEEN REGISTERED BY YOU AND YOUR FIRM. THE AMOUNT PAYABLE TO BUYING BROKER UNDER THE TERM OF THIS AGREEMENT SHALL BE REDUCED BY THE AMOUNT OF COMMISSION THAT MAY BE DUE ANY OTHER REAL ESTATE BROKER WHO IS THE PROCURING CAUSE OF THE SALE. BROKER SHOULD PROTECT ITSELF FROM CUSTOMERS WHO MAY RECEIVE INFORMATION FROM BROKER AND THEN LATER GO TO ANOTHER REAL ESTATE BROKER FOR ONE REASON OR ANOTHER TO PURCHASE THE PROPERTY.**

ALL PROSPECTIVE BUYERS MUST SIGN PROSPECTIVE BUYER REGISTRATION & PROSPECTIVE BUYER CONFIDENTIALITY AGREEMENT ATTACHED TO THIS AGREEMENT AS EXHIBIT A.

17. **THE TERMS OF THIS CO-BROKERAGE AGREEMENT SHALL GOVERN AND CONTROL. ALL OTHER OFFERS TO COOPERATE BETWEEN C.C.R.E.G.I. and BROKER REGARDING THE PROPERTY REGARDLESS OF WHETHER SUCH OTHER OFFER, INCLUDING ANY MLS TERMS, IS BEFORE OR AFTER THE DATE OF THIS AGREEMENT, UNLESS THE SUBSEQUENT OFFER IS SIGNED BY THE PRESIDENT OF C.C.R.E.G.I.**

ACKNOWLEDGED AND AGREED:

Name of Your Brokerage Company _____

Address _____

INDIVIDUALLY AND FOR BROKERAGE COMPANY

Signature of Broker OR Agent _____

Agent's Real Estate License # and State _____

(PLEASE ATTACH A COPY OF YOUR R.E. LICENSE)

Phone and Fax (Include Area Code) _____

EMAIL ADDRESS _____

Date of Execution (mm/dd/yyyy) _____

SEE ATTACHED BROKER-AGENT AFFADAVIT

Prospective Buyer Information
(Please fill in information requested below)
See Exhibit "A" Attached

PLEASE PRINT BUYER'S FIRST AND LAST NAME BELOW

Name of Prospective Buyer: _____

Company of Prospective Buyer: _____

<p>(FOR C.C.R.E.G.I. OFFICE USE ONLY)</p> <p>ACKNOWLEDGED AND ACCEPTED: Capital Commercial Real Estate Group, Inc.</p> <p>_____ Signature of Capital Commercial Real Estate Group, Inc.'s Broker</p> <p>_____ Date of Execution (mm/dd/yyyy)</p>



EXHIBIT "A"
PROSPECTIVE BUYER REGISTRATION, CONFIDENTIALITY & NONCIRCUMVENTION AGREEMENT

Prospective Buyer named below represents acknowledges and agrees that _____ (Co-operating Broker), who is cooperating with Capital Commercial Real Estate Group, Inc. (CCREGI), was the first real estate broker to introduce Prospective Buyer to the following property(ies) or business(es) (collectively, **Property**) to solicit Prospective Buyer's interest in the purchase or lease of any one or more of the **Property** including any other real estate and/or businesses of the owner or owner (**Seller**) of the Properties listed below.

Brochure	Property Type	Units/Sq. Ft.	City/Description	Price

Terms & Conditions:

Prospective Buyer understands and agrees that all negotiations and related communications with the Seller shall be conducted through CCREGI. Any information received concerning the Property shall be kept confidential and shall not be disclosed to any person except those persons affiliated with Prospective Buyer who are participating in the transaction. Prospective Buyer agrees that no one is permitted to visit the Property or contact the Seller, its employees, tenants or customers without the written authorization of CCREGI. If Prospective Buyer purchases or leases any of the Property; or, any interest therein CCREGI is entitled to receive no less than the reasonable and customary real estate brokerage commission, payable by the Seller of the applicable Property. In the event that Prospective Buyer violates this Agreement, CCREGI and Seller shall be entitled to all remedies provided by law, including, but not limited to injunctive relief, and damages. As used in this Agreement, the terms purchase, sale or other similar terms refer to the acquisition of the Property or any legal or equitable interest in the Property by Prospective Buyer in any manner whatsoever, including but not limited to, gift, option, voluntary or involuntary transfer, bankruptcy, trusteeship, leaseback, agreement for deed, management purchase, lease, lease with option to buy, lease purchase, deferred closing technique, exchange, joint venture or partnership.

If Prospective Buyer obtains the Property through any means, including but not limited to: foreclosure, short sale, purchase from bank (if bank obtains title), purchase of the mortgage encumbering the Property or any other means, then the Prospective Buyer will pay a six percent fee to CCREGI unless the Seller pays it to CCREGI at the time of the closing. As used in this agreement, the term Prospective Buyer includes the person signing this agreement, the company identified below, and all persons acting for or on behalf of or associated with Prospective Buyer, including but not limited to employees, agents, independent contractors and all others who are either controlled by or who have a right to control Prospective Buyer. Prospective Buyer shall not participate in any real estate brokerage fee earned in conjunction with any transaction that arises out of or relates to this Agreement regardless of whether any Prospective Buyer holds a valid real estate license. All property descriptions and property data furnished by CCREGI have been obtained from the Seller, from governmental sources or from other third party sources, without independent verification by CCREGI. No representation is made by CCREGI regarding the accuracy or completeness of the information. Prospective Buyer agrees to independently verify all property data and descriptions from CCREGI prior to relying on such data and descriptions in conjunction with the purchase of the Property. Prospective Buyer agrees to employ independent counsel from competent professionals as needed to verify all property information material to Prospective Buyer's purchase decision. In the event that Prospective Buyer discloses the availability of the Property to a third-party and this third-party purchases the Property, or if Prospective Buyer either directly or indirectly purchases Property, Prospective Buyer shall pay CCREGI its professional fee unless CCREGI is paid its fee by the Seller at the time of closing. In the event of a dispute related to this Agreement, the prevailing party shall be entitled to all attorneys' fees and costs incurred to enforce or interpret this Agreement. This Agreement shall remain in effect for a period of thirty-six (36) months and shall apply to the Property and all other properties or businesses that the Prospective Buyer may purchase from the Seller of such Properties. Prospective Buyer agrees that CCREGI may place a lien on the Property to secure its fee. In the event the Property or any portion thereof is transferred for an amount substantially less than the fair market value, then CCREGI's professional fee shall be based on the fair market value.

This agreement may be executed in counter parts, each of which shall be considered an original, but all of which, taken together shall be considered as one agreement. Offer or acceptance of this agreement may be made by any Party by delivery of an executed original hereof or by delivery of an executed copy hereof by fax, email or other electronic means to the other parties.

Prospective Buyer has signed this Agreement on the date appearing next to Prospective Buyers signature

I HAVE NOT BEEN PRESENTED THE PROPERTIES LISTED ABOVE BY ANY OTHER BROKER OR REAL ESTATE LICENSEE.

Prospective Buyer's Name: _____

Company: _____

X _____

Date: _____

Signature of Prospective Buyer-**PROSPECTIVE BUYER MUST SIGN HIM/HERSELF**

NOTE: Changes/modifications to typewritten portion of form by Prospective Buyer or Co-Operating Broker will NOT be accepted. No exceptions!!

AFFIDAVIT OF BUYER'S BROKER/AGENT

_____ (BUYER'S BROKER AGENT), being duly sworn deposes and says:

I certify under penalty of law, that the individual signing the attached PROSPECTIVE BUYER REGISTRATION/CONFIDENTIALITY & NONCIRCUMVENTION AGREEMENT is the party whose name appears on the form next to "**Prospective Buyer's Name**".

BUYER'S BROKER/AGENT SIGNATURE

Print Buyer's Broker/Agent Name