



PRINCIPAL NON-DISCLOSURE, CONFIDENTIALITY AND REGISTRATION AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and agreed to by: KAGLI REALTY, LLC ("Owner") and Rauch Robertson, Commercial Realty Advisors, LLC. ("**Owners Agent**") regarding the Portfolio of Properties located at 300 NW Peacock Boulevard, Port Saint Lucie, FL 34966; 301 Crawford Blvd, Boca Raton, FL 33432; and 2201 NW Corporate Blvd, Boca Raton, FL 33431 ("**Properties**"). This obligation of confidentiality undertaken pursuant to this Agreement shall survive any future agreement with the Owner.

THE PRINCIPAL HAS REQUESTED information from the **Owner** for the purpose of evaluating the Property for purchase. The **Owner** shall deliver information concerning the Property, much of which is highly confidential, only to those parties that Owners Agent has agreed to in writing prior to the release of any information.

THE PARTIES AGREE TO THE FOLLOWING, in consideration of the covenants and agreements contained herein:

1. PRINCIPAL will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder (the "Marketing Information") to any person or entity that has not been approved and agreed to in writing by Owner and Owners Agent.
2. PRINCIPAL will take all appropriate precautions to limit the dissemination of the Marketing Information only to those persons who have need to know of the marketing information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Marketing Information received from Owner or Owners Agent, now or in the future, which is not readily available to the general public. PRINCIPAL understands that all marketing information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner.
4. All information shall be used for the sole purpose of evaluating the Properties and it shall not at any time, or in any manner, be used for any other purpose.
5. PRINCIPAL, any entity affiliated with PRINCIPAL, PRINCIPAL's AGENTS, whether registered or unregistered, or any other party shall not contact directly any persons concerning the Properties, other than Owners Agent, without written permission from Owners Agent. Such persons include, without limitation, Owner's employees, suppliers, lenders, and tenants.
6. Owner and Owners Agent makes no representations or warranties, express or implied, as to the accuracy or completeness of any financial or marketing information provided by them. PRINCIPAL assumes full and complete responsibility for reconfirmation and verification of all Marketing Information received and expressly waives all rights of recourse against Owner and Owners Agent with respect to the same.
7. The Persons signing on behalf of PRINCIPAL represents that they have the authority to bind the party for whom they sign.
8. The Term of this agreement shall be for one hundred eighty (180) days and the PRINCIPAL shall be protected for any previously registered buyers for another sixty (60) days beyond the termination of the one hundred eighty (180) day period. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
9. PRINCIPAL recognizes that they do not represent the Owner in this transaction. Only the Owners Agent has authority to represent the Owner.

PURCHASER/PRINCIPAL ENTITY OR NAME: _____ **Date:** _____

Telephone: _____ **Fax:** _____ **Email:** _____

Owners Agent: MICHAEL RAUCH AND THOMAS ROBERTSON **Date Accepted:** _____

Please return executed NDA via email to: MRauch@RRCRA.com



COOPERATING BROKER **NON-DISCLOSURE, CONFIDENTIALITY REGISTRATION AND COMMISSION AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and agreed to by: KAGLI REALTY, LLC ("**Owner**") and Rauch Robertson, Commercial Realty Advisors, LLC. ("**Owners Agent**") regarding the Portfolio of Properties located at 300 NW Peacock Boulevard, Port Saint Lucie, FL 34966; 301 Crawford Blvd, Boca Raton, FL 33432; and 2201 NW Corporate Blvd, Boca Raton, FL 33431 ("**Properties**"). This obligation of confidentiality undertaken pursuant to this Agreement shall survive any future agreement with the Owner.

COOPERATING BROKER HAS REQUESTED information from the **Owner** for the purpose of evaluating the Property for purchase. The **Owner** shall deliver information concerning the Property, much of which is highly confidential, only to those parties that **Owners Agent** has agreed to in writing prior to the release of any information.

THE PARTIES AGREE TO THE FOLLOWING, in consideration of the covenants and agreements contained herein:

1. Cooperating Broker will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder (the "Marketing Information") to any person or entity that has not been approved and agreed to in writing by Owner and Owners Agent.
2. The person(s) signing this Agreement on Cooperating Broker's behalf will take all appropriate precautions to limit the dissemination of the Marketing Information only to those persons who have need to know of the marketing information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Marketing Information received from Owner or Owners Agent, now or in the future, which is not readily available to the general public. Cooperating Broker understands that all marketing information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner.
4. All information shall be used for the sole purpose of evaluating the Properties and it shall not at any time, or in any manner, be used for any other purpose.
5. Cooperating Broker, any entity affiliated with Cooperating Broker, Cooperating Broker's clients, whether registered or unregistered, or any other party shall not contact directly any persons concerning the Properties, other than Owners Agent, without written permission from Owners Agent. Such persons include, without limitation, Owner's employees, suppliers, lenders and tenants.
6. Owner and Owners Agent makes no representations or warranties, express or implied, as to the accuracy or completeness of any financial or marketing information provided by them. Cooperating Broker assumes full and complete responsibility for reconfirmation and verification of all Marketing Information received and expressly waives all rights of recourse against Owner and Owners Agent with respect to the same.
7. The Persons signing on behalf of Cooperating Broker represents that they have the authority to bind the party for whom they sign.
8. The Term of this agreement shall be for one hundred eighty (180) days and the Cooperating Broker shall be protected for any previously registered buyers for another sixty (60) days beyond the termination of the one hundred eighty (180) day period. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
9. Cooperating Broker recognizes that they do not represent the Owner in this transaction. Only the Owners Agent has authority to represent the Owner.
10. In the event Owners Broker and Cooperating Broker successfully close on the Property, Owner shall pay Cooperating Broker a commission of ONE POINT TWO FIVE (1.25%) PERCENT on a sale price acceptable to Owner.
11. All Buyers that the Cooperating Broker wishes to register must be registered and approved by the Owners Agent prior to submission of the Marketing Information. In the event Cooperating Broker fails to register any buyer, he/she shall not be entitled to any Cooperating Broker Commission.

PURCHASER ENTITY OR NAME: _____ **Date:** _____

Telephone: _____ **Fax:** _____ **Email:** _____

Broker/Agent Name (if any): _____

Telephone: _____ **Fax:** _____ **Email:** _____

Owners Agent: MICHAEL RAUCH AND TOM ROBERTSON **Date Accepted:** _____