

## **Principal Confidentiality and Registration Agreement**

The undersigned Registered Potential Purchaser (the “Registered Potential Purchaser”) has advised Colliers International Florida, LLC (“Colliers/Broker”) that you wish to obtain certain information concerning the Property (defined below) which may include brochures, offering memorandum, rent rolls, financial information, information, documents and/or all other documents and materials (written or oral) provided to the Registered Potential Purchaser (collectively “Confidential Information”). Colliers has been authorized by the owner (the “Owner”) of the Property to forward certain Confidential Information to the undersigned in connection with the potential sale of the land and building(s) commonly known as 251 E. Flagler Street, 40 NE 3<sup>rd</sup> Avenue, and 244 NE 1 Street located in Miami Florida 33131 (the “Property”). *The Owner has indicated that all inquiries and communications with respect to the Property be directed to Pablo Camposano and Virgilio Fernandez with Colliers International ([pablo.camposano@colliers.com](mailto:pablo.camposano@colliers.com), [virgilio.fernandez@colliers.com](mailto:virgilio.fernandez@colliers.com)).*

Colliers will not make such Confidential Information available to the Registered Potential Purchaser unless and until the Registered Potential Purchaser has executed this Agreement. Upon Colliers’s receipt of this executed Agreement, Colliers will consider providing the Confidential Information for the Registered Potential Purchaser’s consideration in connection with a possible transaction involving the Property subject to the following conditions:

1. All Confidential Information relating to the Property and Owner, which may be furnished to the Registered Potential Purchaser shall continue to be the property of the Owner and Colliers. The Confidential Information will be used by the Registered Potential Purchaser solely for the purpose of evaluating the proposed transaction and may not be copied or duplicated without Colliers’s written consent and must be returned to Colliers immediately upon Colliers’s request or when the Registered Potential Purchaser terminates negotiations with respect to the Property.
2. Registered Potential Purchaser will not disclose the Confidential Information to any person or entity, unless Colliers has approved in writing such disclosure, provided, however, that the Confidential Information may be disclosed to the Registered Potential Purchaser’s partners, employees, legal counsel, and institutional lenders (“Related Parties”), for the purpose of evaluating a potential transaction involving the Property. The Registered Potential Purchaser shall inform such Related Parties of the confidential nature of the Confidential Information and such Related Parties must agree to keep all Confidential Information strictly confidential in accordance with this Agreement. The Registered Potential Purchaser shall be responsible for any violation of this Agreement by any Related Party.
3. The Registered Potential Purchaser represents that it has not dealt with any broker or finder, other than Colliers, in connection with the Property, and the Registered Potential Purchaser hereby agrees to indemnify, defend and hold Colliers and the Owner and their respective affiliates, successors, assigns, officers, directors, employees and agents harmless from and against any and all claims, liabilities, losses, damages, expenses, demands, suits or judgments (including reasonable attorneys’ fees), arising from claims by any party alleging to have dealt with the Registered Potential Purchaser in connection with the proposed transaction. The Registered Potential Purchaser agrees it will not discuss the Property with any other party and that it will not distribute the Confidential Information or excerpts to any other party. The Registered Potential Purchaser acknowledges that it is a principal in connection with the proposed transaction and the Registered Potential Purchaser hereby agrees that it will not look to the Owner or Colliers for any commissions, fees or other compensation in connection with the proposed transaction.
4. THE REGISTERED POTENTIAL PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER COLLIERS NOR OWNER HAVE MADE OR MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION AND NEITHER COLLIERS NOR OWNER SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT OR OTHERWISE TO THE REGISTERED POTENTIAL PURCHASER, ANY OF THE RELATED PARTIES OR ANY OTHER

PERSON OR ENTITY RELATING TO OR RESULTING FROM THE USE OF THE CONFIDENTIAL INFORMATION OR FOR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

5. The Registered Potential Purchaser hereby agrees to indemnify, defend and hold Colliers and the Owner and their respective affiliates, successors, assigns, officers, directors, employees and agents harmless against from any loss, liability or expense, including attorney’s fees, arising out of any breach of any of the terms of this Agreement. This



Accelerating success.

Agreement shall be binding upon, and shall inure to the benefit of Colliers and Owner and their respective successors or assigns. Colliers and Owner shall be entitled to specific performance and/or other equitable relief, including injunctive relief without the need to post any bond or other security, as remedies for any violation of this Agreement by the Registered Potential Purchaser. These remedies shall not be exclusive remedies, but shall be in addition to any and all other rights and remedies available to Colliers or Owner at law or in equity. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Florida, USA, without giving effect to principles of conflicts of laws. This Agreement may be signed in counterparts. The transmittal of signed counterparts by e-mail in pdf or similar form shall be as fully effective and binding as the delivery of originals

- 6. The Registered Potential Purchaser acknowledges that the Property have been offered 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 purchaser, or for any other reason whatsoever, without notice. Registered Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.
- 7. The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net proceeds for the broker’s commission. The broker’s lien rights under the act cannot be waived before a commission is earned. (Chapter 475.803(5), F.S.)

If in agreement with the foregoing, please return a fully executed copy of this agreement to Pablo Camposano by email to pablo.camposano@colliers.com

**REGISTERED POTENTIAL PURCHASER:**

ACCEPTED AND AGREED TO THIS 12th DAY OF OCTOBER 2023.

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Company** \_\_\_\_\_

**Street Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

**BROKER:**

Colliers International Florida, LLC  
801 Brickell Avenue, Suite 900  
Miami, FL 33131

\_\_\_\_\_ Date: \_\_\_\_\_

Warren Weiser  
Broker of Record

Agent: Pablo Camposano & Virgilio Fernandez