

OUTSIDE BROKER AGREEMENT

This Agreement is being entered into by _____ (“Broker”) and Cushman & Wakefield of Florida, LLC (“C&W”) in connection with the possible sale of the property known as **3600 & 3700 Commerce Blvd** (the “Transaction”) between **The Speer Foundation** (the “Client”) and _____ (the “Prospect”).

1. Licenses. C&W is a duly licensed real estate broker in the State of Florida and is the sole and exclusive agent for Client with regard to the Transaction. Broker is a duly licensed real estate broker in the State of Florida and is the sole and exclusive agent for Prospect with regard to the Transaction.

2. Authority. Each party represents that it has the authority to enter into this agreement, and the individuals signing this agreement represent that they are authorized to sign the agreement on behalf of each party.

3. Commission. C&W and Broker agree that Broker must look to Prospect for payment of any and all compensation which may become due it for the proposed Transaction. It is acknowledged and agreed that C&W shall not be required to share the commission payable by Client with Broker, and in no event whatsoever shall Client be required to pay any commission to Broker

4. Fees and Expenses. If either party institutes legal action to enforce its rights hereunder, the prevailing party will be entitled to recover its reasonable attorneys’ fees and other costs incurred.

5. Confidentiality. Subject to applicable law and governmental regulation, Broker agrees to hold in confidence and not use or disclose to others any information about the Transaction disclosed herein; provided, however, that Broker's obligations under this section shall not apply if such information (a) is disclosed at C&W's request, (b) is available to the general public or known within the real estate industry, or (c) is required to be disclosed pursuant to law, court order or subpoena.

6. Miscellaneous. This agreement shall be governed by the laws of the State of Florida, without giving effect to principles of conflicts of law. This agreement constitutes the entire agreement between the parties regarding the subject matter herein, and no amendments, changes or modifications may be made to this agreement without the express written consent of each of the parties. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This agreement shall benefit and be binding upon the parties and their respective successors and assigns. This agreement may be executed and delivered (including by facsimile, “pdf” or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[SIGNATURE OF OUTSIDE BROKER]

[SIGNATURE OF PRINCIPAL/PROSPECT]

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Company: _____

Company: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

★★★ Please return via email to Bella.Giordano@cushwake.com ★★★

Cushman & Wakefield Florida, LLC | One Tampa City Center | Suite 3300 | Tampa, FL 33602 | T: 813.223.6300

PRINCIPAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "**Agreement**") dated as of this ____ day of _____, 2023 is entered into between _____ ("**Recipient**") and Cushman & Wakefield of Florida, LLC ("**C&W**").

C&W is furnishing to Recipient certain non-public, confidential and proprietary information belonging to C&W's client in connection with the possible purchase of **3600 & 3700 Commerce Blvd** (the "**Property**") in Kissimmee, Florida (the "**Purpose**"). All inquiries and communications with respect to the contemplated sale of such Property should be directed to C&W, on behalf of the owner of the Property. All such information furnished by C&W to Recipient or its officers, directors, employees, agents, or representatives ("**Representatives**") is referred to in this Agreement as the "**Information**". As a condition to furnishing any Information to Recipient, Recipient agrees as follows:

1. The Information will be kept confidential by Recipient, and will not, without the prior written consent of C&W, be disclosed by Recipient in any manner whatsoever, in whole or in part, and will not be used by Recipient, directly or indirectly, for any purpose other than for the Purpose; provided, however, that (i) Recipient may transmit the Information to its Representatives who need to know the Information strictly in connection with the Purpose, and who are informed by Recipient of the confidential nature of the Information, and (ii) Recipient may disclose Information, in accordance with paragraph 4 below, to the extent that any such Information is legally required to be disclosed.

2. This Agreement shall not apply to any Information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Recipient or its Representatives; (b) became or becomes available to Recipient or its Representatives on a non-confidential basis from a source other than C&W; or (c) is independently ascertained by Recipient or its Representatives.

3. At C&W's request, Recipient shall promptly return all Information furnished to Recipient and its Representatives, or, at C&W's election, destroy such Information (such destruction to be certified in writing to C&W by an authorized officer supervising such destruction).

4. If Recipient becomes legally compelled (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, Recipient will provide C&W with prompt written notice so that C&W and/or C&W's client may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or remedy is not obtained, or C&W waives compliance with the provisions of this Agreement, Recipient shall cooperate with C&W in any attempt by C&W to obtain assurance that confidential treatment will be accorded the Information so furnished.

5. This Agreement shall be governed by the laws of the State of Florida.

6. If Recipient breaches or threatens to breach any provisions of this Agreement, C&W will have the right and remedy, in addition to any other rights and remedies it may have under law or in equity, to have its rights under this Agreement specifically enforced by any court having equity jurisdiction, all without the need to post a bond or any other security or to prove any amount of actual damage or that money damages would not provide an adequate remedy, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to C&W and C&W's client and that monetary damages will not provide an adequate remedy. Each party hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Florida and of the United States of America located in the city of Tampa for any actions, suits or proceedings arising out of or relating to this Agreement.

7. It is understood and agreed that no failure or delay by C&W in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power, or privilege hereunder.

8. Any notice required or permitted to be given under this Agreement shall be in writing, by hand delivery, commercial overnight courier or certified or registered U.S. Mail, postage prepaid and return receipt requested, to the address stated below for C&W or to the address stated below for Recipient, and shall be deemed duly given upon receipt, or if by certified or registered mail three (3) business days following deposit in the U.S. Mail. The parties hereto may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.

If to C&W:

Address: 201 North Franklin Street, Suite 3300
Tampa, FL 33606

If to Recipient:

Address: _____

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement.

10. Each of the individuals signing below warrants that he or she has been duly authorized to execute this Agreement on behalf of Recipient or C&W, as the case may be.

IN WITNESS WHEREOF, the parties agree to the terms and conditions set forth above.

Company: _____

CUSHMAN & WAKEFIELD OF
FLORIDA, LLC

Name: _____

Name: Scott Garlick

Title: _____

Title: Managing Principal

Signature: _____

Company: _____

Email: _____

Phone: _____

★★★ Please return via email to Bella.Giordano@cushwake.com ★★★

Cushman & Wakefield Florida, LLC | One Tampa City Center | Suite 3300 | Tampa, FL 33602 | T: 813.223.6300 300