

BROKER CONFIDENTIALITY & REGISTRATION AGREEMENT



This Broker Confidentiality and Registration Agreement ("Agreement") is made and agreed to by _____ ("Cooperating Broker") and Grubb & Ellis|Commercial Florida ("Exclusive Listing Broker") regarding the property known as **Nature Coast Regional Hospital** ("Property"). This obligation of confidentiality undertaken pursuant to this Agreement shall survive any future agreement with the Seller.

COOPERATING BROKER HAS REQUESTED information from Seller for the purpose of evaluating the Property. The Seller shall deliver information concerning the Property, much of which is highly confidential, only to those parties that Seller's Exclusive Agent, Grubb & Ellis|Commercial Florida, has agreed to in writing prior to the disbursement 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 ("Marketing Information") to any person or entity that has not been approved and agreed to in writing by Grubb & Ellis|Commercial Florida.
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 Seller, 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 Seller.
4. All information shall be used for the sole purpose of evaluating the Property and it shall not at any time, or in any manner, be used for any other purpose.
5. Cooperating Broker or any other party shall not contact directly any persons concerning the Property, other than Grubb & Ellis|Commercial Florida, without written permission from Exclusive Listing Broker. Such persons include, without limitation, Seller's employees, suppliers, lenders and tenants.
6. The Property is being offered for sale in an "as-is, where-is" condition and Seller and Exclusive Listing Broker make no representations or warranties, express or implied, as to the accuracy or completeness of any 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 Seller and Exclusive Listing Broker with respect to the same. Interested parties are to make their own investigations, projections and conclusions without reliance upon the material contained herein.
7. The Persons signing on behalf of Cooperating Broker represents that they have the authority to bind the party for whom they sign.
8. 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 Seller in this transaction. Grubb & Ellis|Commercial Florida only, who are acting as a Seller's Broker only, represent the Seller.
10. The Cooperating Broker agrees that if it/Buyer, its agents, representatives, or employees commits a breach of any of the provisions of this Agreement, the Seller shall have the right and remedy to institute proceedings to obtain immediate injunctive relief for any breach or threatened breach hereof, it being hereby acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to the Seller and its affiliates and that money damages alone will not provide an adequate remedy to the Seller and its affiliates. This stipulation with respect to damages incurred by the Seller upon a breach of this Agreement by the Cooperating Broker & Buyer shall be limited to use in an action for injunctive relief. Further, nothing herein shall be construed to limit any other remedy available to the Seller.

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- 11. Seller reserves the right, at its sole and absolute discretion, to withdraw the Property from being marketed for sale at any time and for any reason. Seller and Exclusive Listing Broker each expressly reserves the right, at its sole and absolute discretion, to reject any and all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time, with or without notice. The Exclusive Listing Broker is not authorized to make any representations or agreements on behalf of Seller.

- 12. In the event Cooperating Broker successfully closes on the Property and Seller pays Grubb & Ellis|Commercial Florida the brokerage commission as stated in the Listing Agreement with Seller, Grubb & Ellis|Commercial Florida shall pay a Cooperating Broker Fee in the amount of **four percent (4%)** of the total selling price to Cooperating Broker. Any Prospective Purchaser's Broker who is affiliated with or under the same ownership as Prospective Purchaser is not entitled to a co-brokerage commission from the Exclusive Listing Broker.

- 13. All Buyers that the Cooperating Broker wishes to register must be registered with and approved by Exclusive Listing Broker prior to submission of the Marketing Information. In the event Cooperating Broker fails to register any buyer, he shall not be entitled to any Cooperating Broker Fee.

ACCEPTED AND AGREE TO:

Agent/Broker: _____
Brokerage: _____
Address: _____

Email: _____
Telephone: _____
Signature: _____
Date: _____

Buyer: _____

Company: _____
Address: _____

Email: _____
Telephone: _____
Signature: _____
Date: _____