

## BROKER & BUYER REGISTRATION AGREEMENT

3698 NW 15<sup>TH</sup> ST.  
Lauderhill  
Broward County, Florida

Email or fax executed copy of this agreement to:

Email: [brad.capas@capasgroup.com](mailto:brad.capas@capasgroup.com) | fax: (954) 320-6138

CapasGroup, Inc. ("Listing Agent") has been retained on an exclusive basis by Owner, with respect to the sale of the above-referenced property (the "Property"). The Owner requests that all inquiries and communications regarding the contemplated sale of the Property be directed to Listing Agent. Principal Buyer ("Buyer") and Broker agree that, with the exception of the Brokerage Commission defined in this agreement, neither Listing Agent nor Owner shall be responsible for paying any fees to any other brokers or agents in connection with this transaction.

Listing Agent has available for review certain proprietary information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). Upon Listing Agent's receipt of this executed agreement, Listing Agent is prepared to provide the Informational Materials for the Buyer's consideration in connection with the possible purchase of the Property subject to the following conditions:

1. All Informational Materials pertaining to the Property, which may be furnished to the Buyer and Broker by Listing Agent, shall continue to be the Property of the Owner and Listing Agent. The Informational Materials will be used solely for the purpose of the Buyer as set forth below and may not be copied or duplicated without Listing Agent's written consent.
2. The Informational Materials may be disclosed only to the Buyer's partners, employees, legal counsel and institutional lenders ("Related Parties"), on a need-to-know basis for the purpose of evaluating the potential purchase of the Property. The Informational Materials may not be disclosed to any other person.
3. The Buyer and Broker understand and acknowledge that Listing Agent and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to Listing Agent by others and has not been independently verified by Listing Agent and is not guaranteed as to completeness or accuracy.
4. The Buyer and Broker hereby indemnify and hold harmless Listing Agent and the Owner and their respective affiliates, successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this Agreement including, without limitation, claims for brokerage commissions from any agent representing Buyer. In addition to any liability for money damages, Buyer and Broker agree that Owner or Listing Agent may obtain extraordinary relief, including temporary restraining order and preliminary and permanent injunction against unauthorized disclosure of Informational Materials.
5. The Buyer and Broker acknowledge that the Property has been offered for sale subject to withdrawal from the market, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Buyer, or for any other reason whatsoever, without notice. The Buyer and Broker acknowledge that the Property is being offered without regard to race, creed, sex, religion, or national origin.
6. Buyer (a) warrants and represents that except for Broker identified herein, it is not represented by any other broker, finder or agent in any possible transaction involving the Property; (b) agrees to pay all third party brokerage commissions, finder's fees and other compensation to which any broker, finder or other person may be entitled in connection with a transaction involving the Property and the Buyer, its affiliates or nominees excepting only the commission, fee or compensation payable to Listing Agent and Broker named herein; (c) indemnifies and saves harmless Listing Agent and the Owner, and their respective affiliates, successors and assigns against and from any loss, liability, cost or expense (including attorney's fees) in any way arising from claims by Broker or any other Broker, finder or similar agent (other than Listing Agent) for commissions, fees and other compensation relating to the proposed or actual transaction involving the Buyer, its affiliates, successors, assignees or nominees; and (d) acknowledges that Listing Agent, in its capacity as exclusive agent for Owner, has no power or authority in any way to bind the Owner with respect to a transaction involving the Property and that the Owner shall in no way be bound or be deemed to have agreed to any transaction or the terms and conditions thereof until such time as the Owner has executed and delivered a written agreement with Buyer under terms and conditions that are acceptable to the Owner, in its sole and absolute discretion.
7. This agreement embodies the full understanding of the parties and may not be changed orally.
8. This agreement shall be governed and construed in accordance with the laws of the State of Florida.

\_\_\_\_\_  
Broker  
Initials

\_\_\_\_\_  
Buyer  
Initials

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9. Buyer and Broker agree that as exclusive agent for Owner, Listing Agent intends to communicate directly with all Buyers by way of mass marketing, direct contact or other means deemed appropriate in Listing Agent's sole discretion. Nothing contained in this Agreement shall serve to limit Listing Agent's ability to communicate with Buyer.
  
10. Buyer and Broker hereby represent that they are unrelated entities which do not have any common shareholders, officers or directors and are not affiliated in any manner whatsoever. Buyer and Broker acknowledge that any compensation contemplated by this agreement is intended for third-party Brokers only and agree that any principal affiliation between Buyer and Broker shall disqualify Broker from being compensated by Owner or Listing Agent with respect to this transaction.
  
11. BROKERAGE COMMISSION SHALL BE CALCULATED AS 2.0% (TWO PERCENT) MULTIPLIED BY THE GROSS SALE PRICE. LISTING AGENT SHALL HAVE NO OBLIGATION TO PAY COOPERATING BROKER'S PORTION OF THE COMMISSION UNLESS AND UNTIL LISTING AGENT HAS RECEIVED PAYMENT THEREOF FROM OWNER.

This agreement terminates one (1) year from the date hereof.

*\* To ensure legibility, you may stamp or attach a business card where applicable and then sign below.*

<b>Broker (Company):</b>	_____
<b>Agent's name:</b>	_____
<b>Address:</b>	_____
<b>City/State/Zip:</b>	_____
<b>Phone/Fax:</b>	_____
<b>E-mail Address:</b>	_____
<b>Broker's Signature &amp; Date:</b>	<b>Date:</b> _____
<b>Buyer (Company):</b>	_____
<b>Principal Buyer's Name:</b>	_____
<b>Address:</b>	_____
<b>City/State/Zip</b>	_____
<b>Phone/Fax:</b>	_____
<b>E-mail Address:</b>	_____
<b>Buyer's Signature:</b>	<b>Date:</b> _____

Approved and Accepted by Listing Agent:

\_\_\_\_\_  
**Brad Capas | CapasGroup, Inc.**

\_\_\_\_\_  
**Date**