

Confidentiality Agreement
Non-Circumvention Agreement
Registration Agreement

To:

Attn:

From: Robert Webster PA

Address(s) Palatka Mobile Home Park:

We are enclosing at your request an agreement for the above Property(s). Sign and list Investor(s) name in space provided and return a copy of this Agreement along with information on each Property(s) at which time this Agreement shall become effective. Investor(s) acknowledges the following:

1. It our understanding that Investor(s) wishes to register with KW Commercial (as KW) as the person entity listed on "Exhibit A" attached and made part of this Agreement KW as a potential Purchaser of the Property(s). This Agreement is not considered binding until it has been received by KW and countersigned, which shall serve KW authorization for Investor(s) to proceed accordingly.
2. Upon receipt of this Agreement signed by Investor(s), then KW will provide the Investor(s) certain Confidential Information relative to the business and affairs of the Property(s) KW will give other information that may be pertinent KW to the Sale of the Property(s) or specific information requested by the Investor(s); all of which will hereinafter be referred to KW "Confidential Information". Said Confidential Information is believed to be accurate and has been obtained by sources believed to be reliable. However, neither KW nor the Owner make any claims, or assumes any responsibility for the accuracy or completeness of the Confidential Information by the Investor(s).
3. The Parties agree that a facsimile transmission of this agreement and all Signatures and initial thereto shall be deemed as original documents with the same legal force and effect as an original.
4. The Agreement stated herein shall remain in effect for a period of 24 (twenty four) months and shall be limited to the above referenced Property(s) and this obligation shall not be affected if the Owner subsequently list the Property(s) directly with any other Broker besides KW.
5. All Confidential Information furnished to Investor(s) solely for the purpose of the Investor(s) without the prior written consent of KW. The confidential Information shall be returned to KW immediately upon request of KW Commercial or when the Investor(s) declines to make any offer for the Property(s) or terminates any discussions or negotiations with KW or Owner with respect to the Property(s). The Investor(s) shall not make any Confidential Information available or disclose any of the contents thereof, to any Person other than those registered on "Exhibit A". Any breach of this Confidentiality Agreement shall result in a forfeiture of any escrow deposits from Investor(s).
6. Investor(s) agrees during the term of this Agreement, not to discuss the Sale of the Property(s) directly with the Owner's Staff, Personnel or Tenants at the Property(s), nor visit the site, make known to other parties that the Property(s) is/are being considered for Sale or Purchase without prior written approval letter from KW. All offers and questions of Investor(s) shall be presented to the Owner through KW.

7. Investor(s) identities and holds harmless KW and the Owner and our respective Affiliates, Successors and Assigns against and from any loss, liability or expenses, including attorney's fees arising out of any claim by any other party if such claim is based in whole or in part on dealings with the Investor(s) an/or Breach of any of the terms of this Agreement by Investor(s). In the event that

Investor(s) breaches this agreement, both Owner and KW shall be entitled to all remedies provided by law, including, but not limited to, injunctive relief and damages.

8. The Property is/are offered for sale 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 Prospect, or for any other reason whatsoever. The Property(s) is/are offered without regards to Race, Creed, S0065, Religion or National Origin.

9. If any of the terms or provisions of this Agreement are held or deemed to be invalid or unenforceable by Court of Competent Jurisdiction this Agreement shall be ineffective as to the extent of such invalidity without rendering invalid or unenforceable the remaining provisions of this Agreement.

10. The Investor(s) shall not have the Right to advertise that the Property(s) is/are for sale. KW has the Exclusive Rights to publicize the sale of the Property(s).

11. The terms "Purchase" "Sale" or any other similar language shall be deemed to mean the Purchase or Sale all or of a portion of the Property(s) or to any Joint Venture, or Development or Trusteeship between the Owner and Investor(s) or to any gift, option, voluntary transfer for consideration, lease with an option to buy, lease purchase, contract for deed, an deferred closing technique, exchange or by any other conveyance or transfer of any legal or equitable interest in the Property(s) to any one including any entity owned or controlled either directly by the Investor(s).

12. By the signatures below and execution of this Agreement thereby each of the Signatories separately and individually and their associates confirm that any Corporation, Organization, Firm, Company or individual of which this signatory is a part to or of, member of, principal/shareholders, officers or directors of, or agents for said Association is bound hereby.

13. The agent for prospect or prospect agrees at any time in the future he/she has another independent Prospect, he/she will execute a subsequent copy of this Confidentiality Agreement, Non-Circumvention Agreement-Registration form and substance identical to this agreement.

ACKNOWLEDGED AND AGREED

ACKNOWLEDGED AND AGREED

Date:

Date:

I fully agree to this agreement and apply same terms and conditions to any other MHP listings submitted by Robert Webster PA, Broker, KW Commercial

EXHIBIT "A"

Prospective Purchaser(s)

Name(s)

Property Address: Palatka Mobile Home Park

Prospect Phone: _____

Prospect Fax: _____

Prospect Address: _____

E-mail Address: _____

Cell Phone: _____

Please fax back all three pages signed and dated to:

Robert Webster PA / KW Commercial

1-561-422-4075 FAX

No cover page needed