Confidentiality Agreement
Non-Circumvention Agreement
Blanket Registration Agreement for all Properties Referred by WRW

From: **Wm Robert WebsterInc.,**
A Real Estate Corporation
Doug E. Rhudy, Broker

Address(s) or name of Property: Indian River-Vero Bch,FL MHP 37 Sites

We are enclosing at your request an agreement for the above Property(s). Please sign and list each 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 is our understanding that Investor(s) wishes to register with Wm Robert Webster Inc. (WRW), DBA Webster Properties, as the person entity listed on "Exhibit A" attached and made part of this Agreement with WRW, as a potential Purchaser of the Property(s). This Agreement is not considered binding until it has been received by WRW and countersigned, which shall serve WRW authorization for Investor(s) to proceed accordingly.
2. Upon receipt of this Agreement signed by Investor(s), then WRW will provide the Investor(s) certain written Confidential Information relative to the business and affairs of the Property(s). WRW will give other written information that may be pertinent to the Sale of the Property(s) or specific information requested by the Investor(s); all of which will hereinafter be referred to as "Confidential Information". Said Confidential Information is believed to be accurate and has been obtained by sources believed to be reliable. However, neither WRW, nor the Broker, nor the Owner make any claims, or assumes any responsibility for the accuracy or completeness of the Confidential Information provided to the Investor(s). The term Confidential Information does not include information which (i) is already in your possession, provided that such information is not subject to another confidentiality agreement with other legal or fiduciary obligation obligation of secrecy to Seller or another party. (ii) becomes generally available to the public other than as a result of a disclosure by you or your Representatives or (iii) becomes available to the public other than as a result of a disclosure by you on a non-confidential basis from a source other than the Seller or its directors, officers, employees, representatives or advisors, provided that such source is not bound by a confidentiality agreement with or other legal fiduciary obligation of secrecy to Seller or another party.
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 WRW.
5. All Confidential Information furnished to Investor(s) shall be the property of WRW. The Confidential Information may be used by the Investor(s) solely for the purpose of determining the Investor(s) interest in the Property(s) and may not be copied or duplicated by the Investor(s) without the prior written consent of WRW. The Confidential Information shall be returned to WRW immediately upon request of WRW or when the Investor(s) declines to to make any offer for the Property(s) or terminates any discussions or negotiations with WRW or Owner with respect to the Property(s). The Investor(s) shall not make any Confidential Information available or disclose any the contents thereof, to any Person other than those who need to know the contents for the purpose of evaluating the potential purchase of the Property by the 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 WRW. All offers and questions of Investor(s) shall be presented to the Owner through Wm Robert Webster Inc., A Real Estate Corporation.

✧ **Initials:** _____ ✧ **Date:** _____

7. Investor(s) indemnifies and holds harmless WRW and the Owner and our respective Affiliates, Successors and Assigns against and from any loss, liability or expenses, including reasonable 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) and /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 WRW 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, 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 this Agreement.
10. The Investor(s) shall not have the Right to advertise that the Property(s) is/are for sale. WRW 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, or Lease of 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,
this signatory is a part to or of, member of, principal/shareholders, officer Company or individual of which 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

✧ **X** _____

✧ **X** _____

✧ Date: _____

ACKNOWLEDGED AND AGREED

X _____

X _____

Date: _____

Address(s) or name of Property: **Indian River-Vero Bch,FL MHP 37 Sites**

I fully agree to this Blanket agreement and apply same terms and conditions to any other Properties refered by Wm. Robert Webster, Inc., A Real Estate Corp.

✧ **Initials:** _____ ✧ **Date:** _____

EXHIBIT "A"

Prospective Purchaser(s) and Investors – Please Complete Form and Print Clearly

✧ **Required fields must be completed**

✧ Name(s): _____

_____

Address(s) or name of Property: **Indian River-Vero Bch,FL MHP 37 Sites**

Blanket Non-Circumvention Agreement for all Properties Referred by Wm. Robert Webster, Inc. DBA Webster Properties (WRW).

✧ Prospect Address: _____

_____

✧ Prospect Phone: _____

✧ Prospect Cell #: _____

✧ Prospect Fax #: _____

✧ Prospect Email: _____

*** Please email or fax all three completed pages signed, initialed and dated to:

*** **Office Fax** 1-561-514-6914 or **Office Email** at: WebsterPropertiesFL@gmail.com

Wm Robert Webster Inc.
A Real Estate Corporation
DBA/Webster Properties
Doug E. Rhudy, Broker

No cover page needed

✧ **Initials:** _____ ✧ **Date:** _____