

3. The Potential Purchaser hereby authorizes the Broker (assuming a Broker is being used) to represent it as its Broker with respect to the purchase of the Property. Colliers Arnold is offering a two percent co-brokerage commission for a completed sales transaction for this offering, and both the Potential Purchaser and the Broker hereby agree to indemnify Colliers Arnold and the Owner against any additional compensation, fee, loss, liability or expense, including attorney's fees, arising from claims by Broker or any other party the Potential Purchaser or Broker has had dealings with, excluding Colliers Arnold, in connection with the proposed transaction. The Broker agrees it will not look to Colliers Arnold or the Owner for any other compensation in connection with any proposed or actual transaction, and the Broker agrees it will not discuss any or all of the Property Information with any other party other than the Potential Purchaser and that it will not distribute the Property Information or excerpts to any other party. The Potential Purchaser acknowledges that it is a principal in connection with the purchase of the Property and the Potential Purchaser hereby agrees that it will not look to the Owner or Colliers Arnold for any commissions, fees or other compensation in connection with the sale of the Property. Additionally, the Potential Purchaser acknowledges that it has not had any discussions regarding the Property with any broker or agent other than Colliers Arnold and the Broker.
4. The Broker represents and covenants that it is currently, and at the time of the consummation of any sale of any or all of the Property to the Potential Purchaser, a duly licensed real estate broker.
5. The Broker and Potential Purchaser understand and acknowledge that Colliers Arnold and the Owner do not make any representation or warranty as to the accuracy or completeness of the Property Information and that the information used in the preparation of the Property Information was furnished to Colliers Arnold by others and has not been independently verified by Colliers Arnold and is not guaranteed as to completeness or accuracy. The Broker agrees that neither Colliers Arnold nor the Owner shall have any liability for any reason to the Broker or the Potential Purchaser or Related Parties resulting from the use of the Property Information.
6. The Broker and Potential Purchaser hereby indemnifies and holds harmless Colliers Arnold and the Owner and their respective affiliates, successors and assigns against and from any loss, liability or expense, including attorneys fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other broker, Potential Purchaser, finder or other party if such claim or claims are based in whole or in part on dealings with the Broker or the Potential Purchaser, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property to the Potential Purchaser.
7. The Broker and Potential Purchaser acknowledges that the Property has been 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 Potential Purchaser, or for any other reason whatsoever, without notice. Broker acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

9. This Agreement represents the entire Agreement between the Owner, Colliers Arnold, Broker, and Potential Purchaser relating to the receipt, use and disclosure of the Property Information. This Agreement shall apply to and be binding upon the Broker and Potential Purchaser and their directors, officers, employees, agents, successors and assigns. The representative signing this Agreement represents that he and/or she is fully authorized to enter into the terms and conditions of this Agreement to legally bind the appropriate parties.

If in agreement with the foregoing, please return an original signed copy of this Agreement to **Camille Renshaw**, Colliers Arnold, c/o **Joanne LeBlanc**, FAX: 727-449-2428.

BROKER

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2008.

Print Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

E-Mail: _____ Signature: _____

POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2008.

Print Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

E-Mail: _____ Signature: _____

For Colliers Use Only
Accepted by: _____
Date: _____