



THE MAKEN GROUP

Phone 561.721.9855

Facsimile 561.721.9854

PRINCIPAL CONFIDENTIALITY & REGISTRATION AGREEMENT

PROPERTY: _____

The Owner, through The Maken Group, Inc. as its representative, has available for review certain information (“Confidential Information” or “Information Materials”) concerning the property. The Confidential information is intended solely for the Buyers, as identified below, limited use in considering whether to pursue negotiations to acquire the Property. This is not an agreement to sell the Property, nor an offer for sale. No agreement binding upon the Owner of the Property, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner of the Property enters into a formal binding agreement of sale. **The undersigned Principal hereby acknowledges all information provided by Owner is for the presentation solely to Buyer as registered below in connection with the possible acquisition of the Property.**

The Confidential information and informational materials contain brief, selected information pertaining to the business and affairs of the Owner, and has been prepared by the Owner. Further, informational materials do not purport to be all-inclusive or to contain all the information, which a prospective purchaser may desire. **The Maken Group, Inc. DOES NOT make any representations or warranties, expressed or implied, as to the accuracy or completeness of the information materials, and no legal liability is assumed or to be implied with respect thereto. Broker has NOT verified any information presented by either buyer or seller and Broker will NOT be held liable for any misrepresentations, fraud or miscommunications. Seller and Buyer agree to save and hold Broker harmless from and against any and all losses, claims or demands arising out of its actions hereunder and hereby agree to indemnify Broker from any such losses, claims or demands arising out of its activities hereunder as the Broker.**

By executing this Confidentiality Agreement, the undersigned Principal agrees that the information provided is confidential, that it will be held and treated in the strictest of confidence, and that the undersigned will insure that the information will not be disclosed or permit to anyone else to disclose the information to any person, firm, or entity without prior written authorization of the Owners through its representative, The Maken Group, Inc. except that the information may be disclosed to partners of, employees of, legal counsel of, and lenders to the undersigned, or pursuant to court order. Further, the undersigned Principals acknowledges that no portion of the informational will be photo copied, reprinted, released, or reprinted in any format for the benefit of any party, report, or presentation other than themselves.

The Owner of the property expressly reserves the right, in its sole discretion, to reject any and all

proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice. If you do not wish to pursue acquisitions negotiations, the undersigned agrees to return the information Materials to The Maken Group, Inc. upon request within 3 business days.

The undersigned agrees on behalf of itself, its affiliated corporations and their respective directors, officers, employees, and each one of them, individually, that in the event there is a breach of this agreement, the seller shall be entitled to an immediate injunction ex-parte against further breach and to all other remedies permitted at law of equity.

The undersigned agrees that they shall **NOT** visit the site; nor shall they make phone calls to the site making references to the property being offered for sale; nor shall they make known to other parties that the property being described in the information package is being considered for sale or purchase, unless they have the prior written permission of The Maken Group, Inc.

The undersigned also represents that no brokers or agents represents the principal or will represent the undersigned in any possible transactions involving the Property unless the undersigned discloses it in writing to The Maken Group, Inc. prior to the receipt of the Evaluation Material and that the undersigned fully agrees to compensate their brokers or agents. Neither The Maken Group, Inc. nor the owner is responsible for any compensation to be paid to the undersigned's brokers or agents.

The undersigned agrees that he/she will not contact the seller, his employees, officials, agents, attorneys or representatives, unless authorized to do so in writing by The Maken Group, Inc. for a period of one (1) year from the conclusion of the relationship between the parties. If legal action or other proceedings of any kind are brought for the enforcement of this agreement or because of an alleged breach, default, or any other legal dispute in connection with any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and all other reasonable costs incurred in prosecuting or defending such action or proceeding.

This agreement shall be governed by the laws of the State of Florida, and shall be binding on each party and shall be modified only in writing signed by the party against whom enforcement is sought.

All prior representations, whether written or oral, are incorporated herein.

PRINCIPAL REGISTRATION (Please Print & Sign)

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 20__

Name(s) (Printed): _____

Address: _____ **City:** _____ **ST:** _____

Company: _____

Phone: _____ **Email:** _____

Signature: _____

THE MAKEN GROUP, INC.

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www.themakengroup.com

Memorandum

RE: Liability for Intentional Interference with Contractual Relations

A buyer who attempts to persuade a seller to renegotiate his contractual commitment to a broker runs the risk of a suit for intentional interference with contractual relations. An individual may be held liable under this theory when he intentionally interferes with another's rights under a contract with a third party, if the interference causes the loss of a right under the contract or makes the contract rights more costly or less valuable.

Liability for intentional interference with contractual relations rests on two grounds. First, the defendant must have acted intentionally to interfere with a known contract right. Second, the defendant must have acted in pursuit of some purpose considered improper.

Intent to interfere can be demonstrated by evidence of the defendant's knowledge of a contractual relationship between two parties, and conduct such that the defendant knows that interference will result.

Improper purpose is determined by the circumstances of each particular case. Courts will examine a number of factors in finding improper purpose, among which are (a) the defendant's motive, (b) the interests of both the plaintiff and the defendant, (c) considerations of the business rights of the defendant, and (d) the security of the contractual interests for the plaintiff. In light of these factors, courts have imposed liability on a broad spectrum of conduct found to be improper. A refusal to deal has been held to be improper where it was coupled with a threat or demand that a contract be breached. Current cases have even found improper purpose, and therefore liability, for "peaceable persuasion." Many states have the tort of intentional interference with contractual relations.

Initials _____

Date _____