

CO-BROKERCONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered this day ___ of 12/12/2017, 20___ ("Effective Date"), for the known as & located at:

Off Market | Multifamily Development Site | 28 townhouses | Hollywood, FL

by and between Fabio F Faerman an individual, his affiliates, partners, assigns and subsidiaries and all of his partners, investors, clients, affiliates, assigns, corporations, partnerships, subsidiaries, equity owners, participants and officers, directors and employees (collectively, "FAERMAN"), with offices at 1390 Brickell Avenue Suite# 104, Miami, Florida 33131, and Ferrer Commercial Real Estate Advisors, LLC having a business address at

1. **Purpose of Disclosure.** The Parties desire to exchange Confidential Information for discussing and evaluating a potential business relationship between the Parties (the "Purpose").
2. **Definitions.** (a) "Confidential Information" shall mean all information that is disclosed (whether in written or other tangible form, including on magnetic media, or by oral, visual or other means) between the Parties. Faerman's and Buyer's Confidential Information shall also include, without limitation, Faerman's and Buyer's trade secrets relating to business sources and relationships associated therewith together with all information that has been delivered to the Parties by Faerman or Buyer prior to the date of this Agreement. Notwithstanding the foregoing provisions of this paragraph, if the Recipient returns to the Disclosing Party any information or material labeled "confidential" or "proprietary" or considered confidential by the Disclosing Party, without the Recipient having taken knowledge of such information or material, then such information or material shall not be considered as Confidential Information for the purposes of this Agreement. (a)Disclosing Party will endeavor to provide to Recipient only information that it believes to be reliable and relevant for the purposes of its disclosure; provided, however, unless otherwise agreed in writing, no Party shall have any liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance on, any Confidential Information disclosed to such Recipient. (b)Recipient may use the Confidential Information only for the Purpose and only during the period of time beginning on the date hereof and ending on the date on which the Parties are no longer actively engaged in the pursuit of the Purpose. Recipient may not use the Confidential Information, or any information that it develops based on the Confidential Information, directly or indirectly for any purpose other than the Purpose or for any purposes which could be deemed to be averse to the parties or the Company's business.
3. **Protection of Confidential Information.** Recipient shall protect all Confidential Information from disclosure to others using the same degree of care it uses to protect its own confidential or proprietary information of like importance, but in any case, using no less than a commercially reasonable degree of care. Recipient may disclose Confidential Information only to its employees, agents, and independent contractors who need to know such information for the Purpose and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement no less restrictive than this Agreement. Confidential Information shall not otherwise be disclosed without the prior written consent of Disclosing Party of this Agreement on use and disclosure of Confidential Information shall not apply to information described as follows:(a)information that was publicly known at the time of Disclosing Party's communication thereof to Recipient; (b)information that becomes publicly known through no fault of Recipient subsequent to the time of Disclosing Party's communication thereof to Recipient; (c)information that was in Recipient's possession free of any obligation of confidence at the time of Disclosing Party's communication thereof to Recipient; and (d)information that is the same or similar to Confidential Information and that is provided to the Recipient by a third party who owned or had rights to use or disclose such information. In the event Recipient is required by law, regulation, or court order to disclose any of Disclosing Party's Confidential Information, Recipient will promptly notify Disclosing Party in writing prior to making any such disclosure. In the event Recipient is required by law, regulation, or court order to disclose any of Disclosing Party's Confidential Information, Recipient will promptly notify Disclosing Party in writing prior to making any such disclosure.
4. **Mutual Agreement by Parties to Not Circumvent Each Other in Connection with the Business Interests (being several) Being Pursued by the Parties.** BUYER, intending to be legally bound, hereby does irrevocably and irretrievably agree not to bypass, circumvent, avoid or obviate FAERMAN either directly or



FA Commercial - Fortune International Realty's Commercial Division

FIR

COMMERCIAL

(The information herein is believed to be accurate but is not warranted.)

indirectly, to avoid payment of fees, participation, equity or commissions in any transaction, with any firm, corporation, partnership, individual, associate, affiliate, lender, buyer, seller, borrower or investor, revealed to BUYER by FAERMAN in connection with any of the parties, Projects (or Buyers) identified by FAERMAN. This Agreement shall be also binding for any roll-overs (i.e. any related agreements in connection with the main purchase or investment agreement. For example, licensing agreements for the company's software or use of intellectual properties), extensions, re-negotiation, new contracts or third party assignments (i.e. should BUYER assign any rights and/or ownership related to any of the Projects to any party introduced to BUYER by FAERMAN). FAERMAN hereby does agree to these same terms described above, as they relate to BUYER, in a reciprocal manner. This provision shall survive this Agreement and apply to all business deals and projects undertaken between FAERMAN and BUYER and their respective related parties. Specifically, this non-circumvent provision shall apply for a period of two (2) years (from the date the last party executes this agreement) to any business, joint ventures, deals, or other undertakings resulting in business ventures that involve ANY party introduced to FAERMAN through BUYER (or to BUYER through FAERMAN) or any of his affiliates, partners, assigns and subsidiaries and all of his partners, investors, clients, affiliates, assigns, corporations, partnerships, subsidiaries, equity owners, participants and officers, directors and employees.

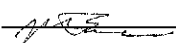
- 5. **Cooperation Broker Fee.** In the event that FORTUNE INTERNATIONAL REALTY uses a registered buyer, who successfully purchases and closes a Sale of the Property, Co-Broker will be entitled to ____ (%) of the Gross Commission. Co-Broker agrees not to show the Property to any person or entity without express authorization from FAERMAN or to contact the owner or the property manager directly and further agrees to be bound by all of the provisions of this confidentiality agreement.
- 6. **Quittable Relief.** The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of breach or threatened breach of confidentiality, Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
- 7. All communications regarding the Property and/or a Sale shall be submitted and/or directed by Potential Purchaser to FAERMAN. Potential Purchaser agrees not to communicate or maintain contact with, whether directly or indirectly, any officer, director, employee, agent and/or representative of the Property's owner/seller or the owner's/seller's affiliates regarding the Property and/or a Sale FAERMAN's express written consent, which consent shall be a FAERMAN's sole and absolute discretion. Please direct an executed copy of this confidentiality agreement to the below:

Fabio F. Faerman
 1390 Brickell Avenue, Suite 104, Miami, FL 33131
 Phone: 305.400.6395
 Email: commercial@fir.com

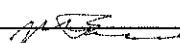
IN WITNESS, WHEREOF, the undersigned have duly executed this Confidentiality and Non-Disclosure Agreement as of the date first above written.

AGREED AND ACCEPTED:

CO - BROKER

Name: mike Ferrer
 Company: Ferrer Commercial
 Phone: 843 568 3427
 Email: mike.ferrer@ferrercrea.com
 BY: owner
 Signature: 
 Date: 12/12/2017

POTENTIAL PURCHASER/PRINCIPAL

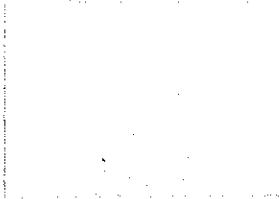
Name: Mike Ferrer
 Company: Oak Crest investments
 Phone: 843 5683427
 Email: mike.ferrer@ferrerCREA.com
 BY: Owner
 Signature: 
 Date: 12/12/2017



Signature Certificate

Document Reference: KRWJ5ZID55WPSVPWAH4BYF

RightSignature
Easy Online Document Signing



mike Ferrer
Party ID: CFLEW9IJP3BIPW59BARAG9
IP Address: 73.88.87.149
VERIFIED EMAIL: mike.ferrer@ferrercree.com

Multi-Factor
Digital Fingerprint Checksum

68e861122deb716a7a326b31d799d8f8151f9cbb



Timestamp

2017-12-12 07:33:37 -0800
2017-12-12 07:33:38 -0800
2017-12-12 07:33:38 -0800
2017-12-12 07:33:21 -0800
2017-12-12 07:23:05 -0800

Audit

All parties have signed document. Signed copies sent to: FA Commercial Advisors and mike Ferrer.
Document signed by mike Ferrer (mike.ferrer@ferrercree.com) with drawn signature. - 73.88.87.149
mike Ferrer verified email address 'mike.ferrer@ferrercree.com'. - 73.88.87.149
Generated Document from Online Form BROKER28 townhouses (BROKER28-townhous-3ff387). - 73.88.87.149
Online Form viewed by mike Ferrer (mike.ferrer@ferrercree.com). - 73.88.87.149



This signature page provides a record of the online activity executing this contract.