



BROKER CONFIDENTIALITY AND REGISTRATION AGREEMENT

No Broker Fee Sharing

RE: 2900 West Road, East Lansing, MI 48823
18,607 SF: Units 1, 2, 3
(The "Property")

The undersigned "Registered Potential Purchaser" and "Broker" (collectively the "Accepting Parties") are interested in obtaining information regarding the above-referenced property known as 2900 West Road, Units 1, 2, 3, located in East Lansing, Michigan (the "Property") in order to evaluate the possible acquisition (the "Proposed Transaction") of the Property by Registered Potential Purchaser from Independent Bank Corp. ("Owner"). Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Martin Commercial Properties, Inc. (the "Listing Broker"). By accepting this Agreement and the Evaluation Materials (as hereinafter defined), Accepting Party hereby agrees as follows:

1. Confidentiality. Any information with respect to the Property (collectively, the "Evaluation Materials") provided to any Accepting Parties by Owner and/or Listing Broker and/or any of their respective consultants, agents or employees (collectively, the "Seller Parties") will be used solely for the purpose of evaluating the possible acquisition of the Property by the undersigned Registered Potential Purchaser ("Registered Potential Purchaser") and will not be used or duplicated for any other purpose. Accepting Parties shall keep all Evaluation Materials strictly confidential; provided, however, that such Evaluation Materials may be delivered to such persons or entities who because of their involvement with the Proposed Transaction need to know such information for the purpose of giving advice with respect to, or consummating, the Proposed Transaction (all of whom are collectively referred to as "Related Parties"); provided, however, that any such Related Parties shall be informed by Accepting Parties of the confidential nature of such information and shall be directed by Accepting Parties (and Accepting Parties shall cause such Related Parties) to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement. Accepting Parties will not communicate with tenants of the Property without the prior written consent of Owner or Owner's Representative.

2. Registered Potential Purchaser's Broker; Brokerage Commissions. Registered Potential Purchaser hereby authorizes the undersigned Broker ("Broker") to represent Registered Potential Purchaser as its broker with respect to the purchase of the Property and **Registered Potential Purchaser agrees to pay any and all compensation claimed by Broker.** Registered Potential Purchaser represents to the Seller Parties that it has not had any discussions regarding the Property with any broker or agent other than Owner, Listing Broker and Broker. **Registered Potential Purchaser acknowledges that it is a principal in connection with the purchase of the Property and Registered Potential Purchaser hereby agrees that it will not look to any of the Seller Parties for any commissions, fees or other compensation in connection with the sale of the Property.** Broker also agrees it will not look to any of the Seller Parties for any compensation in connection with the sale of the Property. Broker further agrees that it will not discuss the Property with any parties other than Registered Potential Purchaser, Related Parties, Listing Broker and/or Owner and that Broker will not distribute the Evaluation Materials or excerpts thereof to any other parties except in accordance with the terms of this Agreement. Registered Potential Purchaser and Broker hereby agree, jointly and severally, to indemnify and hold harmless each of the Seller Parties against any and all costs, loss, liability or expense, including attorney's fees, arising from claims by Broker or any other parties claiming to have had dealings with Broker or Registered Potential Purchaser in connection with the sale of the Property, excluding Listing Broker.

3. Broker's License. Broker represents and covenants that it is currently, and at the time of the consummation of any sale of the Property to Registered Potential Purchaser, will be, a duly licensed real estate broker.

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4. No Disclosure. Accepting Parties shall not (i) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property by Registered Potential Purchaser or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Property with any other person or entity (including tenants) except for Owner and Listing Broker, except as may be expressly permitted elsewhere in this Agreement and, in such case, only in strict accordance with the provisions hereof. In the event that any Accepting Parties or Related Parties become legally compelled to disclose all or any part of the Evaluation Materials, Accepting Parties will provide Owner with prompt written notice so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Accepting Parties acknowledge that damages may be inadequate to protect against breach of these provisions and therefore agrees in advance to the granting of injunctive relief as described above in Owner's favor without proof of actual damages, in addition to any other remedies available at law or in equity. In the event that such protective order or other remedy is not obtained, or if Owner waives compliance with the provisions of this Agreement, Accepting Parties will furnish only that portion of the Evaluation Materials which is legally required and will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Evaluation Materials.

5. No Representations by Seller Parties. None of Seller Parties make any representations or warranties as to the accuracy or completeness of the Evaluation Materials or that actual results will conform to any projections contained therein. The Seller Parties expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Evaluation Materials, or in any other written, oral or other communications transmitted or made available to Accepting Party by Seller Parties, including, without limitation, computer disks containing files with financial data or projections.

6. No Obligation. Owner is under no legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this Agreement, except for Owner's obligation under the following provision regarding attorneys' fees, if any, the delivery of any Evaluation Materials, any discussions concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located which is applicable to contracts made and to be performed wholly within such State.

8. Attorneys' Fees. In the event of any legal action or other proceeding between the parties regarding this Agreement, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.

Van W. Martin, CCIM, SIOR, CRE
President and CEO
Martin Commercial Properties, Inc.
517-319-9262