

## CONFIDENTIALITY AGREEMENT

Property: \_\_\_\_\_

Location: \_\_\_\_\_

Owner: **CAPITAL PAWN II OF FLORIDA LLC**

Prospective Purchaser(s): \_\_\_\_\_

This Confidentiality Agreement (the "Agreement") will confirm the mutual understandings of Prospective Purchaser and Owner in connection with Prospective Purchaser's review of certain confidential information, including, but not limited to, documents, data, reports, surveys, diagrams, records, engineering reports, and such other documents or conversations concerning the Property (the "Disclosure Materials"). Owner may make the Disclosure Materials available in written, electronic or oral form to Prospective Purchaser following receipt of this Agreement duly executed by Prospective Purchaser.

The terms of the Agreement follow.

1. **Ownership, Use and Return of Disclosure Materials.** All Disclosure Materials which may be furnished to Prospective Purchaser by Owner shall continue to be, as applicable, the property of Owner. The Disclosure Materials will be used by Prospective Purchaser and the Related Parties (as hereinafter defined below) solely for the purpose of evaluating the possible acquisition of the Property and not for any other purpose unrelated to the possible acquisition of the Property. The Disclosure Materials may not be copied or duplicated without Owner's prior written consent, and must be returned immediately upon request (or, with Owner's permission, destroyed by Prospective Purchaser and/or the Related Parties with a letter stating that all Disclosure Materials have been destroyed) or when Prospective Purchaser declines to make an offer for the Property or Owner or Prospective Purchaser terminates discussions or negotiations with respect to the Property.

2. **Confidentiality and Disclosure of Disclosure Materials by the Prospective Purchaser.** Prospective Purchaser acknowledges that the Disclosure Materials are considered confidential and proprietary information of Owner and will not make any Disclosure Materials available, or disclose any of the contents thereof, to any person without Owner's prior written consent, provided, however, that the Disclosure Materials may be disclosed to Prospective Purchaser's partners, employees, legal counsel, advisors, institutional lenders, and other capital sources (collectively, the "Related Parties") as required for an evaluation of the Property, provided such Related Parties are (a) informed by Prospective Purchaser of the confidential nature of the Disclosure Materials and the terms of this Agreement (including, but not limited to, the provisions of this Section 2 and Section 4 of this Agreement), and (b) directed by Prospective Purchaser to keep the Disclosure Materials and related information strictly confidential in accordance with this Agreement. Prospective Purchaser shall be responsible for any violation of this provision by any of the Related Parties.

3. **Prospective Purchaser as Principal; Brokers or Agents.** Prospective Purchaser acknowledges and agrees that Prospective Purchaser is a principal and represented by: \_\_\_\_\_ as Buyer Broker, in the event of a sale of the Property to Prospective Purchaser, Owner shall be responsible to a commission paid to CRE Consultants, Dave Wallace Listing Broker/Agent pursuant to separate written commission agreement. Which Owner acknowledges and represents as being active and in force. Prospective Purchaser hereby agrees that it will not look to Owner for any brokerage commission, finder's fee or other compensation in connection with the sale or capitalization of the Property or any interest therein. Prospective Purchaser acknowledges that it has not

had any discussion regarding the Property with any other broker or agent Prospective Purchaser shall indemnify, defend and hold Owner, as well as their respective officers, directors, partners, employees, agents, representatives, and any of their affiliates, beneficiaries, successors, and assigns harmless from and against any and all claims, causes of action, damages, suits, demands, liabilities, fines, fees, costs and expenses (including, but not limited to, court costs and attorneys' fees) of any kind, nature or character (collectively, the "Claims") relating to the Property by any agents or brokers resulting from Prospective Purchaser's actions or failures to act and/or any actions or failures to act of any of the Related Parties. **Buyer Broker compensation shall be equal to fifty percent (50%) of the total transaction fee earned by, and paid to, CRE Consultants per a separate listing agreement.**

4. **No Representations as to Disclosure Materials or Condition of Property.** Prospective Purchaser understands and acknowledges that Owner makes no representation or warranty as to the accuracy or completeness of the Disclosure Materials or the condition of the Property in any manner. Prospective Purchaser further understands and acknowledges that the information used in the preparation of the Disclosure Materials has not been independently verified by Owner and is not guaranteed as to its completeness or accuracy. Prospective Purchaser agrees that Owner shall have no liability for any reason to Prospective Purchaser or any Related Parties resulting from the use of the Disclosure Materials by any person in connection with the sale of, or other investments by, Prospective Purchaser in the Property, whether or not consummated for any reason. Owner is under no obligation to notify any of the undersigned or any Related Party or provide any further information to any of the undersigned or any Related Party if Owner becomes aware of any inaccuracy, incompleteness, or change in the Disclosure Materials. The undersigned acknowledges and agrees that neither Owner nor any person acting on Owner's behalf has made any representation or warranty as to the accuracy or completeness of the Disclosure Materials, or the suitability of the information contained therein for any purpose whatsoever, and any representation or warranty (whether expressed or implied) in connection therewith is hereby expressly excluded. The undersigned further acknowledges and agrees that the Disclosure Materials provided to the undersigned are subject to, among other things, correction of errors and omissions, additions or deletion of terms, and withdrawal upon notice. The undersigned further acknowledges and agrees that neither Owner nor any person acting on Owner's behalf, shall have any liability to the undersigned or any Related Party resulting from the delivery to or use by the undersigned or any Related Party of the Disclosure Materials or otherwise with respect thereto. Prospective Purchaser and the Related Parties shall rely only on their own due diligence and investigation of the Property, including, but not limited to, any financial, title, environmental, structural and physical, tenant, leases, contracts, claims, or any other matters.

5. **Withdrawal of Property from Market or Termination of Discussions.** Prospective Purchaser acknowledges that the Property is subject to withdrawal of the Property from the market at any time or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever. Unless and until a written definitive agreement concerning the acquisition of the Property has been executed between Owner and Prospective Purchaser, Owner will have no liability to Prospective Purchaser, whether by virtue of this Agreement or any other written or oral expression with respect to a potential acquisition.

6. **Term of Agreement.** The terms and conditions of this Agreement shall remain in full force and effect for a period of two years from the date hereof, provided that all indemnification obligations which may arise hereunder shall survive such expiration date or any earlier termination of this Agreement.

7. **Remedies.** In the event that Prospective Purchaser and/or the Related Parties fail to comply with the terms and conditions of this Agreement, Prospective Purchaser and/or the Related Parties shall be liable to Owner for such breach, and Owner shall be entitled to exercise any right, power or remedy

available at law or in equity for such breach. Prospective Purchaser acknowledges that remedies at law may be inadequate to protect Owner against any actual or threatened breach of this Agreement, and, without prejudice to any other rights and remedies otherwise available, Prospective Purchaser agrees to the granting of injunctive relief in Owner's favor with respect to any actual or threatened breach without proof of damages.

8. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflicts of law provisions.

9. **Access to Property, Property's Management, and Property Lender.** Prospective Purchaser and the Related Parties agree not to seek to gain access to any non-public areas of the Property or communicate with Property's management employees, any tenants of the Property, the holder of any financing encumbering the Property, or Owner's partners in the ownership of the Property, without the prior written consent of Owner, which consent may be withheld in the Owner's sole discretion.

10. **Entire Agreement, Waiver or Modification.** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by the parties subsequent to the date of this Agreement. The parties have not made any other agreement or representation with respect to such matter.

11. **Severability.** If any term or provision of this Agreement is held to be void or unenforceable, such term or provision will be ineffective and separable from the remaining terms and provisions of this Agreement without invalidating the remaining terms or provisions of this Agreement. In lieu of any invalid or unenforceable provision, a valid and enforceable provision will automatically be added containing terms as similar as possible to the ineffective provision, and the parties request that the court or any arbitrator to whom disputes relating to this Agreement are submitted, reform the ineffective provision in accordance with this paragraph.

Accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2020.

**PROSPECTIVE PURCHASER(s):**

**BUYERS BROKER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E Mail