

CONFIDENTIALITY AGREEMENT

PROPERTY: 1004 & 1016 Collier Center Way, Naples, FL 34110

DESCRIPTION: Professional office buildings, North Collier Corporate Center, a 38,794+ SF Portfolio of two office buildings located in Naples on 2.78+ acres. 1004 Building has 19,403+ SF and 1016 Building has 19,391+ SF.

This Confidentiality Agreement (the “Agreement”), is made by and between:

Commercial Real Estate Consultants, LLC, a Florida limited liability Company (“CRE Consultants”), and Klingler Properties NC, LLC referred to as the “Disclosing Party”; and

the undersigned Buyer, and Buyer’s Brokerage Company and its Agent if Buyer is represented (jointly referred to as the “Receiving Party”);

and is effective on the date a fully executed copy of this Agreement is provided by CRE Consultants to the undersigned Buyer or Buyer’s Agent.

1. Evaluation Material, Representatives

Under the terms of an Exclusive Listing Agreement with Owner, CRE Consultants is in possession of confidential, non-public or proprietary information regarding the Property (“Evaluation Material”). Receiving Party desires to obtain access to the Evaluation Material to consider entering an agreement for the purchase of the Property (“Transaction”) and, to assist the Receiving Party in evaluating the Transaction, the Disclosing Party is prepared to make available to the Receiving Party the Evaluation Material. As a condition to the Evaluation material being furnished to the Receiving Party and their respective directors, officers, partners, employees, agents, advisors, attorneys, accountants, consultants, bankers, and financial advisors (collectively, “Representatives”), the Receiving Party agrees to treat the Evaluation Material in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth.

2. Excluded Information

The Evaluation Material shall not include information that:

- (i) is or becomes publicly available other than as a result of acts by the Receiving Party in breach of this Agreement;
- (ii) is in the Receiving Party's possession before disclosure by the Disclosing Party or is independently derived by the Receiving party without the aid, application, or use of the Evaluation Material;
- (iii) is disclosed to the Receiving Party by a third party on a non-confidential basis; or
- (iv) is required to be disclosed by applicable law in the opinion of counsel for the Receiving Party.

3. Non-Disclosure of Evaluation Material

The Receiving Party and its Representatives shall use the Evaluation material solely for the purpose of evaluating a possible Transaction between the Disclosing Party and the Owner. The Receiving Party shall keep the Evaluation material confidential and shall not disclose any of the Evaluation Material in any manner whatsoever; provided, however, that (i) the Receiving Party may make any disclosure of information contained in the Evaluation material to which the Disclosing Party gives its prior written consent, and (ii) any information contained in the Evaluation Material may be disclosed to the Representatives who need to know that information for the purpose of evaluating a possible Transaction with the Owner only if the Representatives agree in writing to keep that information confidential. The Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives.

4. Non-Disclosure of Existence of Negotiations

Without the prior written consent of the Disclosing Party, or unless required by law, neither the Receiving Party nor its Representatives shall disclose to any other person that it has received the Evaluation material. Without the prior written consent of the other party, none of the Disclosing Party, the Receiving Party, or their Representatives shall disclose to any person that discussions or negotiations are taking place between the parties concerning a possible Transaction, including the status of those discussions or negotiations.

5. Return of Evaluation material

Promptly upon the written request of the Disclosing Party, the Receiving Party will return all copies of the Evaluation Material to the Disclosing Party. All notes, studies, reports, memoranda, and other documents prepared by the Receiving Party or its Representatives that contain or reflect the Evaluation Material shall be destroyed. Any copies stored on any kind of electronic medium shall be permanently deleted. Receiving party and its Representatives shall certify in writing to Disclosing Party compliance with the forgoing requirements.

6. Subpoena or Court Order

If the Receiving Party or anyone to whom it discloses the Evaluation material receives a request to disclose all or any part of the Evaluation Material under the terms of a subpoena or other order issued by a court of competent jurisdiction or by a government agency, the Receiving Party shall: (i) promptly notify the Disclosing Party of the existence, terms, and circumstances surrounding such a request; (ii) consult with the Disclosing Party on the advisability of taking steps to resist or narrow that request; (iii) if disclosure of that Evaluation Material is required, furnish only such portion of the Evaluation material as the Receiving Party is advised by counsel is legally required to be disclosed; and (iv) cooperate with the Disclosing party, at the Disclosing Party's expense, in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Evaluation Material that is required to be disclosed.

7. Disclaimer of Warranty

Neither the Disclosing Party nor its Representatives has made or makes any representation or warranty regarding the accuracy or completeness of the Evaluation Material. The Receiving Party agrees that neither the Disclosing Party nor its Representatives shall have any liability to the Receiving Party or any of its Representatives resulting from the Receiving Party's use of the Evaluation Material, except as may be expressly set forth in a definite written agreement between the undersigned buyer and Owner hereto with respect to a Transaction, in accordance with the terms thereof.

8. Definitive Agreement

Unless and until a definitive written agreement between the Owner and the undersigned Buyer with respect to a Transaction has been executed and delivered, neither the Disclosing Party nor the Receiving Party will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this or any other written or oral expression by either of them, or their Representatives except, in the case of this Agreement, for the matters specifically agreed to herein.

9. Tenants of the Property

For a period of two (2) years from the date of this Agreement, without the Disclosing Party's prior written consent, the Receiving Party shall not directly or indirectly solicit any tenant of the Property for the purpose of inducing any tenant not to continue to lease its premises within the Property. Nothing in the foregoing shall be construed to prohibit Receiving Party from advertising the availability of any premises or property by or on any media of general circulation.

10. Remedies

The Receiving Party acknowledges that if this Agreement is breached, the Disclosing Party could not be made whole by monetary damages. Accordingly, the Disclosing Party, in addition to any other remedy to which it may be entitled by law or in equity, shall be entitled to an injunction to prevent breaches of this Agreement, and to an order compelling

specific performance of this Agreement. The Receiving Party shall reimburse the Disclosing Party for all costs and expenses, including reasonable attorney's fees, incurred by the Disclosing Party if it successfully enforces the obligations of the Receiving Party and its Representatives hereunder.

11. Important

This Agreement represents the entire understanding and agreement of the parties hereto and may be modified or waived only by a separate writing expressly so modifying or waiving this Agreement.

No failure or delay by the Disclosing Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

This Agreement shall be governed and construed in accordance with the internal laws of the state of Florida without regard to the laws of conflict of laws.

This Agreement shall be binding upon the parties and their respective successors and assigns.

The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

12. Term

The term of this Agreement shall be for a period of two (2) years from its effective date.

13. Authority

Each person signing this Agreement represents and warrants that such person has full power and authority to execute this Agreement and to legally bind the party for which such person is signing.

The parties have executed this Agreement on the dates shown on the signature page which follows.

RECEIVING PARTY SIGNATURE PAGE

BUYER CONTACT INFORMATION:

NAME: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

BUYER SIGNATURE: _____ **DATED:** _____

BROKERAGE CONTACT INFORMATION:

NAME: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

BROKERAGE SIGNATURE: _____ **DATED:** _____

AGENT CONTACT INFORMATION:

NAME: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

AGENT SIGNATURE: _____ **DATED:** _____

PLEASE EXECUTE AND RETURN THIS CONFIDENTIALITY AGREEMENT VIA EMAIL TO
dave.wallace@creconsultants.com