

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made by the Investor executing this Agreement below, in favor of Busch Devrin Inc, a Florida corporation (“Busch Devrin”). (Busch Devrin and Investor are collectively referred to herein as the “Parties”).

Newmark Phoenix Realty Group is acting in the capacity as Broker for the owner of this property. Meaningful discussions will require the owner to disclose to you material proprietary information about its business, properties, systems and operations. As a condition to any such disclosure, the owner requires that you agree to treat such material confidentially and in accordance with the terms set forth below. If you agree to be bound by these terms, please sign the enclosed copy of this Confidentiality Agreement (“Agreement”) where indicated and return that copy to Newmark Phoenix Realty Group (“NPRG”) at your earliest convenience.

WHEREAS, the Parties wish to provide for the disclosure of information and maintenance of the confidentiality thereof with respect to the evaluation by the Parties of a possible transaction (the “Possible Transaction”);

NOW, THEREFORE, the Investor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agrees as follows:

1. Definitions. The following terms are defined as follows:

(a) “Confidential Information” means any oral or written information concerning that certain property located at 10592 Balmoral Circle E, Jacksonville, FL 32218 (the “Property”) and/or Busch Devrin, its affiliates, directors, officers or shareholders or other information relating to the terms of the Possible Transaction furnished by Busch Devrin or any of its Representatives (as defined below) to Investor or any of its Representatives, except information which (i) is or becomes generally available to or known by the public (other than as a result of a disclosure directly or indirectly by Investor or any of its Representatives who received such information pursuant hereto); (ii) is or becomes available to Investor or any of its Representatives on a nonconfidential basis from a source other than the Busch Devrin or any of its Representatives; provided, that such source is not and was not bound by a confidentiality agreement with, or other similar obligation to, Busch Devrin of which the Investor or any of its Representatives are aware; or (iii) has been independently acquired or developed by the Investor or any of its Representatives without violating any of its obligations under this Agreement.

(b) “Representative” means any officer, director, shareholder, member, manager, partner, employee, advisor, investment banker, accountant, attorney, consultant or agent of a Party.

2. Use of Confidential Information. Any Confidential Information provided to Investor hereunder shall be used by Investor and its Representatives solely for the purpose of evaluating the Possible Transaction. Investor shall maintain the strict confidentiality of any Confidential Information provided to it or any of its Representatives by the other Party or any of the other Party’s Representatives and shall not disclose any part of it to any other person; provided, however, that it may disclose any such Confidential Information or portions thereof to those of its Representatives who may need to know such information in order to assist Investor in evaluating the advisability of entering into the Possible Transaction and it may disclose any such Confidential Information in accordance with Section 4 hereof.

3. Representatives. Investor shall inform each of its Representatives of the terms of this Agreement and shall cause each such Representative to abide by the terms of this Agreement. Investor shall be responsible for any breach of this Agreement by any of its Representatives.

4. Subpoenas, etc. If Investor or any of its Representatives becomes required by law or applicable legal process (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by Busch Devrin, Investor shall provide Busch Devrin with prompt prior notice of such requirement and the terms of and circumstances surrounding such requirement so that Busch Devrin may seek an appropriate protective order or other remedy, or waive compliance with the terms of the Agreement, and Investor shall provide such cooperation with respect to obtaining a protective order or other remedy as Busch Devrin may reasonably request and at Busch Devrin's expense. If such protective order or other remedy is not obtained, or if Busch Devrin is required to waive compliance with the provisions hereof, Investor shall furnish only that portion of such Confidential Information that it is legally required to furnish and shall exercise all reasonable efforts to obtain an order or other reasonable assurance that confidential treatment, if available, will be accorded such Confidential Information.

5. Non-Disclosure. Subject to Section 4 hereof, without the prior written consent of Busch Devrin, Investor shall not, and shall cause its Representatives not to, disclose to any person that any investigations, discussions or negotiations are taking place concerning a Possible Transaction, that Investor has requested or received Confidential Information from Busch Devrin, or any of the terms, conditions or other facts with respect to any Possible Transaction, including the status thereof.

6. Accuracy of Materials. Prior to the date, if any, on which the Parties enter into a definitive agreement regarding a Possible Transaction, Busch Devrin shall not be deemed to have made any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information provided or to be provided by it or any of its Representatives. Neither Busch Devrin, nor any of their respective Representatives shall have any liability to Investor or any person resulting from Investor's use of any Confidential Information provided by Busch Devrin or any of its Representatives or the contents thereof or from any action taken or any inaction occurring in reliance thereon.

7. Termination. In the event the Possible Transaction is not consummated between us, Investor shall destroy all copies of any Confidential Information in its possession or in the possession of its representatives furnished by Busch Devrin thereof or any of its Representatives and destroy all analyses, compilations, studies or other documents prepared by Investor or any of its representatives or for their use containing or reflecting Confidential Information, whether in digital, written or other form.

8. Equitable Remedies. Investor acknowledges that money damages are an inadequate remedy for breach of this Agreement because of the difficulty of ascertaining the amount of damage that will be suffered in the event that this Agreement is breached. Therefore, Busch Devrin shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement by the other Party or any of its Representatives, in addition to all other remedies available to Busch Devrin at law or in equity.

9. Term of Agreement. The obligations of confidentiality under this Agreement shall terminate **two (2) years** from the date of this Agreement.

10. **No Waivers.** No failure or delay by either 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 other right, power or privilege hereunder.

11. **Integration.** This Agreement embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, agreements and understandings among the Parties with respect to the subject matter hereof.

12. **Miscellaneous.** This Agreement is for the benefit of the Parties and shall be governed by and construed in accordance with the laws of the State in which the Property is located, without giving effect to conflicts of laws principles. If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. **Principal.** You acknowledge that you are a principal or authorized advisor and not an agent of or acting on behalf of any other party in connection with the purchase of the Property and you agree not to look to NPRO or to the owner for any brokerage commissions, finder's fees or other compensation in connection with the Possible Transaction of the Property. You acknowledge that you have not had any discussions regarding the Property with any advisor or agent other than as set forth in the following paragraph.

14. **Brokerage.** You hereby authorize \_\_\_\_\_ to represent you as your real estate advisor ("Real Estate Advisor") with respect to the Possible Transaction of the Property. You agree to pay all advisory fees, brokerage commissions, finder's fees or any other compensation claimed by your Real Estate Advisor in connection with your interest in the Possible Transaction of the Property. Your Real Estate Advisor further agrees it will not look to NPRO or the owner for any advisory fees, brokerage commissions, finder's fees or any other compensation claimed in connection with the Possible Transaction of the Property to you. Upon execution of this Agreement by you and your Real Estate Advisor, you are hereby authorized to provide the Confidential Information to your Real Estate Advisor subject to your Real Estate Advisor agreeing that his/her authorization to act in any capacity with respect to the Possible transaction is limited to you. Your Real Estate Advisor further agrees that he/she will not discuss or distribute the Confidential Information or excerpts regarding the Confidential Information to any other party, and will otherwise be bound by the terms hereof.

IN WITNESS WHEREOF, the Investor hereto has executed this Agreement as of the date written below.

**INVESTOR:**

Executed and Agreed as of (date): \_\_\_\_\_

Entity Name (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_

Individual Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Information (email): \_\_\_\_\_