

Company Name: **Port Center, LLC**

Address: **2051 Dr. Martin Luther King Blvd., Riviera Beach, FL 33404**

Date _____

RE: CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

Gentlemen,

The undersigned, _____ together with its affiliates, subsidiaries, successors, assigns, nominees and/or designees (collectively, "**Potential Purchaser**"), in connection with a possible transaction between **Port Center, LLC** ("**Owner**") and Potential Purchaser relating to the "Assets" (as herein defined) or any of them, has executed and delivered this Agreement to Owner through its agent _____ (_____) in order to induce Owner to disclose Potential Purchaser previously publicly unavailable information concerning the assets (the "Assets") identified on Schedule A annexed hereto and made a part hereof, and related materials, which may include, among other things, legal documentation, financial statements and appraisal reports, which in each case are either non-public, confidential or proprietary in nature (collectively, the "**Confidential Information**"). Owner is willing to reveal the Confidential Information to Potential Purchaser, provided that Potential Purchaser agrees to the following terms, conditions and provisions:

1. The Confidential Information provided by Owner will be kept confidential by Potential Purchaser and may be disclosed only to its principals, members, partners, officers, directors, agents and other representatives, including attorneys, accountants, prospective lenders, and financial advisors (such other parties, and the Potential Purchaser collectively, "**Potential Purchaser Parties**") on a need to know basis, for the purpose of evaluating the transaction described above, and provided that all Potential Purchaser Parties agree to be bound by the terms and provisions in this Agreement. The Potential Purchaser Parties shall not, without the prior written consent of Owner, publish, disclose or otherwise make accessible to any third parties any Confidential Information, in any manner whatsoever, in whole or in part, and the Confidential Information shall not be used by any Potential Purchaser Parties other than exclusively in connection with the transaction described above. Potential Purchaser shall be responsible for any breach of this Agreement by any Potential Purchaser Parties.
2. Without the prior written consent of Owner, the Potential Purchaser Parties will not disclose to any person that the Confidential Information has been made available; that the Potential Purchaser is currently reviewing the Confidential Information; that discussions or negotiations are taking place concerning a possible transaction involving any of the Assets, between Potential Purchaser and Owner and/or any of their respective agents, heirs, or assigns, or any of the terms, conditions or other facts with respect to any such possible

transaction, including the status thereof, except in any such case as expressly required by law and then only with prior written notice to Owner.

3. The Confidential Information and all copies thereof will be held by Potential Purchaser and kept confidential and subject to the terms of this Agreement. If a transaction with respect to any of the Assets is abandoned by either Potential Purchaser or Owner, the Potential Purchaser Parties will promptly return to Owner or destroy all copies of all Confidential Information (and certify such destruction to Owner in writing) without retaining any copies. All Confidential Information which may be furnished to the Potential Purchaser Parties shall at all times continue to be the property of the Owner.
4. This Agreement shall be inoperative as to such portions of the Confidential Information which (i) are or become generally available to the public other than as a result of a disclosure by the Potential Purchaser Parties; (ii) is required to be disclosed by any Potential Purchaser Parties pursuant to the order or other process of any regulatory authority or court of competent jurisdiction; (iii) was available on a non-confidential basis prior to its disclosure to any Potential Purchaser Parties; (iv) becomes available to Potential Purchaser on a non-confidential basis from a person who is not otherwise known to Potential Purchaser to be bound by a confidentiality agreement with the provider; or (v) is independently developed, discovered or arrived at by Potential Purchaser without using any of the Confidential Information.
5. Neither Owner nor _____ makes any representations or warranties with respect to the accuracy of the Confidential Information, and only representations and warranties which are set forth in a definitive agreement for a possible transaction between Potential Purchaser and Owner with respect to the Assets, when, as and if executed by Owner and Potential Purchaser, and subject to such limitations and restrictions as may be set forth in such definitive agreement, shall have any legal effect. The receipt of the Confidential Information by the Potential Purchaser Parties does not create any legal obligation of Owner to enter into any agreement with Potential Purchaser.
6. In the event that Potential Purchaser or anyone to whom Potential Purchaser transmits the Confidential Information pursuant to this Agreement becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena or similar process) to disclose any of the Confidential Information, Potential Purchaser will provide Owner with prompt notice so that Owner may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If an event which requires such notice to be given occurs, Potential Purchaser will use its best efforts not to disclose or permit the disclosure of the Confidential Information requested for a 10-day period following the giving of such notice. In the event that a protective order or other remedy is not obtained, or that Owner waives compliance with the provisions of this Agreement, Potential Purchaser will furnish only that portion of the confidential

information that is legally required and will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

7. Potential Purchaser represents and warrants that it is acting solely as a principal with respect to the Assets, and not as a broker, finder or agent of any other party. Potential Purchaser agrees not to circumvent or attempt to circumvent Owner with respect to any potential transaction regarding Owner or the Assets or deprive Owner of any opportunities, contractual or otherwise, with respect to the Assets. Potential Purchaser agrees that all inquiries regarding the Assets or Owner will be directed exclusively through Owner and that the Potential Purchaser Parties will not contact any lenders with respect to any of the Assets, or any tenant, licensee or occupant of any space at any property comprising or secured by the Assets, or any such parties' respective agents, representatives or affiliates, directly or indirectly, without Owner 's written consent. Potential Purchaser, on behalf of all Potential Purchaser Parties, covenants and agrees to indemnify, defend and hold harmless Owner and _____ from any cost, loss, expense or damage (including reasonable attorney's fees and costs) suffered or incurred by Owner or _____ as a direct or indirect consequence of any Potential Purchaser Parties' breach of Potential Purchaser's foregoing representations, covenants and agreements in this Section 7.
8. This Agreement shall expire upon the earlier to occur of (i) two years from the date hereto or (ii) the purchase of the Assets by Potential Purchaser.
9. (a) If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all the other persons and circumstances; (b) This Agreement may be executed in any number of counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument; (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflict of laws; and (d) This Agreement contains the entire agreement between the parties hereto concerning the subject matter referred to herein and no modification or waiver of the terms and conditions hereto shall be binding upon either party hereto, unless approved in writing by each such party.
10. The Individual executing this Agreement on behalf of Potential Purchaser warrants and represents to Owner that he/she has obtained all requisite corporate and other authority to do so and for Potential Purchaser to give all the representations, warranties, covenants, agreement and indemnities herein provided, and that this Agreement and all representations, warranties, covenants, agreements and indemnities of Potential Purchaser set forth herein are binding on, and enforceable against, Potential Purchaser.

Very truly yours,

AGREED AND ACCEPTED:

COOPERATING BROKER

By: _____

Print Name: _____

Title: _____

Phone: _____

Fax: _____

Broker License #: _____

Broker Address: _____

Email: _____

Date: _____

Name of Seller: **Port Center, LLC.**

Date: _____

2% (Two Percent Commission given by the Seller)