

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is delivered to and for the benefit of the Disclosing Party (defined below) and is dated as of the _____ day of _____, by _____ (the Buyer, "Buyer").

1. **Evaluation Material.** The Buyer is considering acquisition of the following described property (the "Property")

315 +/- ACRES
412 E. SR 44 & 245 E C-462, Wildwood, FL 34785
Sumter County Parcel ID #'s C34-015, C27-028 and C27-034

and requested certain information related to the financial, environmental, structural, title, and other aspects of the Property from Grizzard Commercial Real Estate Group, LLC (the "Broker" and "Disclosing Party"). In order to assist the Buyer, the Disclosing Party is prepared to make available to the Buyer certain confidential, nonpublic, or proprietary information concerning the Property (the "Evaluation Material"). As a condition to the Evaluation Material being furnished to the Buyer, its employees, agents, servants, advisors, attorneys, accountants, consultants, bankers, and financial advisors (collectively, "Representatives"), the Buyer agrees to receive and treat the Evaluation Material in accordance with the provisions of this Agreement.

2. **Non-Disclosure of Evaluation Material.** The Buyer and its Representatives shall use the Evaluation Material solely for the purpose of evaluating the Property for purposes of acquiring same. The Buyer shall keep the Evaluation Material confidential and shall not reproduce or disclose any of the Evaluation Material in any manner whatsoever; provided, however, that the Buyer may make disclosure of information contained in the Evaluation Material to the Buyer's Representatives who need to know that information for the purpose of, but only to the extent necessary for, evaluating the Property for purposes of acquiring same and who agree in writing to keep that information confidential in accordance with the terms of this Agreement. The Buyer shall be responsible for any breach of this Agreement by any of its Representatives. The Buyer recognizes and acknowledges the confidential nature of the Evaluation Material and the damage that could result to the Disclosing Party if the Evaluation Material is disclosed to a third party, or such of the Buyer, Receiving Party/Buyers' Broker's employees or other professionals who have no need to know the Evaluation Material. Without the prior written consent of the Disclosing Party, or unless required by law, neither the Buyer nor its Representatives shall disclose to any other person that it has received the Evaluation Material.

3. **Return of Evaluation Material.** Promptly upon the written request of the Disclosing Party, the Buyer will return all copies of the Evaluation Material to the Disclosing Party.

4. **Remedies.** 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 Buyer shall reimburse the Disclosing Party for all costs and expenses, including reasonable attorneys' fees, incurred by the Disclosing Party if it successfully enforces the obligations of the Buyer and its Representatives hereunder.

5. **Broker.** Grizzard Commercial Real Estate Group, LLC is the Listing Broker for sale of the Property, and the Buyer recognizes Grizzard Commercial Real Estate Group, LLC may be the sole Broker involved in this transaction. In the event Buyer is represented by a broker, that broker shall be paid a total commission of one percent (1%) of the selling price. The Evaluation Material contains information obtained by the Broker. Buyer acknowledges and agrees that Owner, its agents, officers, employees, directors, shareholders, representatives, contractors, agents, and affiliates (collectively, the "Owner Parties") have not made, do not make, and specifically disclaim, any representations, warranties, covenants, agreements, or guaranties of any kind, whether express or implied, oral or written, past, present, or future, regarding the accuracy or completeness of any of the Proprietary Information, including, without limitation,

(i) valuation opinions, and (ii) any data contained within appraisals of the Property, if any. Buyer agrees not to rely on the Proprietary Information, and neither Owner nor any of the Owner Parties shall have any liability to Buyer or its employees, contractors, agents, clients, partners, or lenders (collectively, the "Buyer Parties") or their affiliates resulting from use of the Proprietary Information. Buyer waives and releases Owner and the Owner Parties from any and every claim, liability, or obligation arising out of or in connection with the release of the Proprietary Information to Buyer and the use by Buyer and the Buyer Party of the Proprietary Information and agrees to hold harmless and defend Owner against any action that may arise in connection therewith.

As used herein, "Proprietary Information" shall mean confidential, proprietary information pertaining to the Property, including, without limitation, summaries, correspondence, reports, and financial information, whether such

information is given orally, by written instrument, by electronic file, or otherwise.

6. **Non-Interference.** Buyer and Buyer's Broker acknowledge that NO contact whatsoever will be made with Tenants or guests of the subject property without owner or listing broker's prior written agreement. Buyer and Buyer's broker further agree to not visit or attempt to inspect the property without an appointment through the listing broker.

7. **No Waivers.** 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.

8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

9. **Term.** This Agreement shall expire on the earlier of (i) the Buyer's acquisition of title to the Property or (ii) two years from the date hereof.

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

11. **Entire Agreement.** This Agreement represents the entire understanding and agreement of the Buyer and may not be modified or waived except in writing.

Buyer:

COMPANY: _____

By: _____ Title: _____
(Signature)

(Print Name) _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

Buyers' Broker:

COMPANY: _____

By: _____ Title: _____
(Signature)

(Print name) _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____