

CONFIDENTIALITY AGREEMENT

Boss Commercial Real Estate, LLC. (“BOSS”) has been retained by the Owner, (the “Owner”) with respect to the confidential offering for sale of **the property (Exhibit A)**, located at 400 W SR 434, Oviedo, FL, 32765 (the “Property”). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to BOSS. All fees due BOSS in connection with the sale of the Property shall be paid by the Owner at closing of a purchase and sale transaction. BOSS will co-operate with outside brokers so long as the Cooperating Broker acknowledges on their letterhead that said broker represents their specific client by entity name, in this transaction. In the event Broker registers the Potential Purchaser as discussed above and continues to represent Potential Purchaser throughout the transaction; BOSS will share their fee in the amount of 50% of the Real Estate Fee paid Broker (Total Fee anticipated: 6%; 3% BOSS, 3% Procuring Buyer’s Broker), of the sale price, as further defined within the purchase contract.

BOSS has available for review certain information concerning the Property which includes financial overview documents (collectively “Confidential Materials”). BOSS will not disclose such Confidential Materials to Potential Purchaser unless and until the Potential Purchaser has executed this Agreement. Upon BOSS’s receipt of this executed agreement, BOSS is prepared to provide the Confidential Materials for the Potential Purchaser’s consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Confidential Materials pertaining to the Property, which may be furnished to the Potential Purchaser by BOSS, shall continue to be the property of the Owner and BOSS. The Confidential Materials will be used solely for the purpose of the Potential Purchaser and may not be copied or duplicated without BOSS written consent and must be returned to BOSS immediately upon BOSS’s request or when the Potential Purchaser terminates negotiations with respect to the Property.
2. The Confidential Materials may be disclosed, under confidentiality protection equal or stronger than this agreement, to the Potential Purchaser’s partners, employees, legal counsel and institutional lenders (“Related Parties”), for the purpose of evaluating the potential purchase of the Property.
3. The Potential Purchaser understands and acknowledges that BOSS and the Owner do not make any representations or warranty as to the accuracy or completeness of the Confidential Materials and that the information used in the preparation of the Confidential Materials was furnished to BOSS by others and has not been independently verified by BOSS and is not guaranteed as to completeness or accuracy.
4. The Potential Purchaser hereby indemnifies and holds harmless BOSS and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney’s fees, arising out of any breach of any of the terms of this Agreement including, without limitation, claims for brokerage commissions from any agent representing Potential Purchaser.
5. The Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. The Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion, or national origin. This agreement terminates one (1) year from the date hereof, except as to written claims by Owner or BOSS against Potential Purchaser prior thereto.

Remainder of the document intentionally left blank

If in agreement with the foregoing, please return one signed copy of this to Boss Commercial Real Estate, LLC,
Attention: Scott Garrett, Fax (1-321) 549-6269, SCOTT@BOSSCRE.COM, 2211 Saxon Dr, New Smyrna Beach, FL, 32169

I AM NOT A BROKER

I wish to receive a hard copy of the Offering Memorandum I AM A BROKER: I also need a Participating Broker Agreement

ACCEPTED AND AGREED TO

I AM A BROKER acting as principal:

THIS _____ DAY OF _____ 2021

COMPANY: _____

ADDRESS: _____

_____(SIGNATURE)

PHONE NUMBER: _____

NAME: _____

FAX NUMBER: _____

TITLE: _____

EMAIL: _____

CHANGE OF ADDRESS? YES OR NO

EXHIBIT A

