AMERICAN PROPERTY GROUP
OF SARASOTA, INC.

Brian Seidel, CCIM | 941-544-2970

CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into between the undersigned individually and on behalf of the below referenced business entity, its officers, directors, partners, shareholders, employees, agents and advisors (collectively **"Principal**") and American Property Group of Sarasota, Inc. (APG) a Florida corporation for the benefit of APG and the following subject business entity, referenced as Seller (**"Seller**").

241 Nokomis Ave S, Venice, FL

Whereas, Principal may request information from APG and Seller for the purposes of investigating a possible acquisition, partnership, investment, divestiture, sale, or other financial transaction, involving the purchase or transfer of cash, assets, stock, partnership interests or otherwise, merger or joint venture involving all or part of the real property and/or business interests owned by a Seller, or a loan, investment, or other financial or securities transaction. Therefore, in consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller and APG, Principal agrees as follows:

1. Principal will not disclose any information obtained hereunder, or in the course of its investigations of the business interests of the Seller, to any person or organization not so authorized in writing, or make known to others by disclosure or confirmation, that Seller or any portion of its assets or ownership interests are for sale.

2. Principal shall not reveal this information to any broker, intermediary, lending institution, prospective equity partner, or other source without the specific prior written approval of APG. Principal shall not contact the Seller, its banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller for any purpose whatsoever (including the hiring of Seller's employees) without the prior written authorization of APG. The existence, extent and nature of this Agreement shall be fully disclosed to all individuals at such time they receive information hereunder and who shall thereafter be equally bound by the provisions hereof.

3. This Agreement applies to all information received by Principal from or on behalf of a Seller at any time, which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable and constitutes the proprietary trade secrets of Seller. Unauthorized disclosure of said information, even without intent to harm, shall cause substantial and irreparable damage to APG and Seller. All information provided to Principal shall be used for the sole purposes set forth hereinabove and shall not at any time, or in any manner, be utilized for any other purpose. At such time as its review and investigation of Seller are completed, or upon written request of APG, Principal shall promptly return all information, in whatever form, without retaining copies, summaries or extracts thereof. Any additional commissions that may be required by Principal's Broker shall be paid by Principal. By signing below, Broker agrees to abide by the terms of this Agreement as well.

4. Neither APG nor Seller makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Principal under this Agreement. Any and all representations and warranties shall be made solely by Seller in a signed acquisition agreement, engagement, or contract and then be subject to the provisions thereof. Principal assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against APG for Principal's reliance thereon. Furthermore, Seller expressly reserves the right in their sole discretion to reject any or all offers for the Property and to terminate discussion with Principal at any time with or without notice.

5. In the event of a dispute among the parties hereto, the prevailing party, in addition to the award of damages or any other remedy (including, as necessary, to ensure the confidentiality of Seller's information and trade secrets, injunctive relief), shall be entitled to recover its attorney fees and other reasonable costs incurred in enforcing this Agreement.

6. Principal understands and agrees Seller is an intended third-party beneficiary of this Agreement and as such is entitled to enforce any breach hereof in Seller's own name. Principal understands and agrees it will not knowingly take any action such as will interfere with or adversely affect the rights of APG and/or Seller under any fee (or compensation) or other agreements.

7. The respective obligations of the parties under this Agreement shall survive for a period of **one (1) year** following the date hereof. Principal, in executing this Agreement, acknowledges APG is acting solely as the broker representing the seller.

Principal	**Broker**: American Property Group of Sarasota, Inc.
Name:	**OR Buyer's Broker**:
Phone Number:	Address:
Email:	Email:
X _____ Date_____	X _____ Date_____
Signature	*Agent/Selling Broker Signature*