

**CONFIDENTIALITY AGREEMENT**

**Re: Possible Purchase of Building One at Pinewood 30-A Condominiums  
179 S. County Highway 393, Florida, 32459**

**By:** \_\_\_\_\_ (**"Potential Purchaser"**)  
*Print Name or Entity*

Please be advised that 393 Holdings, LLC ("Owner") is considering a possible sale of **Building One at Pinewood 30-A Condominiums, 179 S. County Highway 393, Florida,** (the "Property"), with Counts Real Estate Group, Inc. acting as the exclusive listing agent ("Broker"). Broker has available for review certain information concerning the Property which includes brochures, documents, plans, financials, and other materials (collectively "Informational Materials"). Please be advised that neither the Seller nor Broker will make such Informational Material available to the Potential Purchaser with regard to the contemplated sale of the Property unless and until the Potential Purchaser has executed this letter ("Letter of Confidentiality") and thereby agrees to be bound by its terms. We are prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property by the Potential Purchaser, subject to the conditions set forth below.

1. All Informational Materials relating to the Property which may be furnished to the Potential Purchaser by the Seller, Property Manager, or Broker, shall continue to be the property of the Seller. The Informational Materials will be used by the Potential Purchaser solely for the purpose of evaluating the possible acquisition of the Property and not for any purpose not related to the possible acquisition of the Property and may not be copied or duplicated without the Seller's consent and must be returned to the Seller and copies destroyed within three (3) business days of Seller's request or when the Potential Purchaser declines to make an offer for the Property or terminates discussions or negotiations with respect to the Property.
2. The Potential Purchaser will not make any Informational Materials available, or disclose any of the contents thereof, to any person, unless such person has been identified to the seller in writing and the Seller has approved the furnishing of the Informational Materials or such disclosure to such person, and such person has entered into an agreement with the Seller, the provisions of Which agreement shall be substantially the same as the provisions of this Letter of confidentiality, provided however, that the Informational Materials and this Letter of Confidentiality may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties") who, in the Potential Purchaser's best reasonable judgment, need to know such information for the purpose of evaluating the potential purchase of the Property or any interest therein by the Potential Purchaser. Such Related Parties shall be informed by the Potential Purchaser of the confidential nature of the Informational Materials and shall be directed in writing by the Potential Purchaser to keep all the Informational Materials strictly confidential in accordance with this Letter of Confidentiality. The Prospective Purchaser shall be responsible for any violation of this provision by any Related Party.

3. Although we have endeavored to include in the Informational Materials information which we believe to be relevant to the purpose of your investigation, the Potential Purchaser understands and acknowledges that neither the Seller, Property Manager, nor Broker makes any representations or warranty as to the accuracy or completeness of the Informational Materials. The Potential Purchaser further understands and acknowledges that the information used in the preparation of the Informational Materials was furnished to the Seller, Property Manager and Broker by others and has not been independently verified by Seller, Property Manager, or Broker and is not guaranteed as to completeness or accuracy. The Potential Purchaser agrees that neither the Seller, Property Manager, or Broker shall have any liability for any reason to the Potential Purchaser or any of its representatives or Related Parties resulting from the use of the Informational Materials by any person in connection with the sale of, or other investment by the Potential Purchaser in the Property, whether or not consummated for any reason.
4. The Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice.
5. For purposes of this Letter of Confidentiality, the term "purchase" or "sale" of the Property or other similar language in this Letter of Confidentiality shall be deemed to refer to the purchase or sale of all or a portion of the Property or the purchase of an interest in the Property or the purchase and lease back of the Property.
6. The Potential Purchaser hereby represents and warrants to Seller, Property Manager, and Broker that the Potential Purchaser has not dealt with any other broker, finder or agent in connection with any possible sale or other transaction concerning the Property other than Chris McCall of Counts Real Estate Group and/or the Broker for Buyer named below and that no broker represents us or will represent us in connection with any possible sale or other transaction concerning the Property other than Chris McCall of Counts Real Estate Group and the Broker for Buyer named and signed below, and we agree to indemnify and hold harmless Seller, Property Manager, and Counts Real Estate Group and their successors and assigns from and against any and all claims, demands, losses, liabilities, suits, costs or expenses due to or arising from any claims of any broker, finder or similar agent for commissions, fees or other compensation in connection with any possible sale or other transaction concerning the Property based on alleged dealings with the Potential Purchaser.
7. This Letter of Confidentiality shall remain in effect until two (2) years after the date of Potential Purchaser's acceptance of this Letter of Confidentiality.
8. This Letter of Confidentiality contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by the parties subsequent to the date of this Letter of Confidentiality. The parties have not made any other agreement or representation with respect to such matters.

If the Potential Purchaser is in agreement with the foregoing, please sign and return this Letter of Confidentiality to Chris McCall either by fax at (850) 249-3624 or by e-mail to [chris1.mccall@countsrealestate.com](mailto:chris1.mccall@countsrealestate.com).

**AGREED AND ACCEPTED:**

**POTENTIAL BUYER**

**BROKER (FOR BUYER)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_