

## Nondisclosure Agreement

This Nondisclosure Agreement is made effective as of \_\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ (“Potential Buyer”)

In consideration of the promises and covenants herein, the Potential Buyer agrees as follows:

1. Confidential Information. Subject to the limitations set forth in Section 2 hereof, to assure the protection and preservation of the confidential and/or proprietary nature of certain information to be disclosed through negotiations or discussions relating to the sale of the following real property owned by CRI, LLC (hereinafter “CRI”): \_\_\_\_\_ (hereinafter “Beach Building”).

The potential sale of the Beach Building is confidential. All information and any idea in whatever form, tangible or intangible, regarding the potential sale of the Beach Building including the fact the Beach Building is being offered for sale which is disclosed by CRI to Potential Buyer shall be deemed to be “Confidential Information.” Unless and until the Potential Buyer closes a transaction and purchases the Beach Building (a) Confidential Information may not be duplicated, patented, or manufactured by the Potential Buyer; and (b) CRI shall have the sole and exclusive rights to the Confidential Information..

2. Exclusions. “Confidential Information” excludes information which: (a) is now or hereafter becomes generally known or available, through no act or failure to act on the Potential Buyer's part; (b) the Potential Buyer independently knows at the time of receiving such information, as evidenced by its written and dated records; (c) a third party hereafter furnishes to the Potential Buyer without breaching this Agreement and without restriction on disclosure; (d) the Potential Buyer can prove to have independently developed, as evidenced by contemporaneous written and dated records, without using Confidential Information or breaching this Agreement; or (e) the Disclosing Party gives written permission to the Potential Buyer to disclose.

3. Restrictions/Obligations. For a period of \_\_\_\_\_ years from the date of disclosure of the Confidential Information, the Potential Buyer shall: (i) only disclose the Confidential Information to those employees and contractors with a need to know; provided that the Potential Buyer binds those employees and contractors to terms at least as restrictive as those stated in this Agreement; (ii) not disclose any Confidential Information to any third party, without the Disclosing Party's prior written consent; (iii) use such Confidential Information only to the extent required to make an informed decision as to whether to purchase the Beach Building; (iv) not reproduce Confidential Information in any form except as required to accomplish purchasing the Beach Building; (v) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; (vi) not make any effort to circumvent the terms of this Agreement in any attempt to gain the benefits or consideration granted to it under the Agreement or by taking any actions to directly or indirectly gain the benefits of the Confidential Information disclosed; and (vii) promptly provide CRI with notice of any actual or threatened breach of the terms of this Agreement. However, the Potential

Buyer may disclose Confidential Information in accordance with a judicial or other governmental order provided that such party shall give CRI written notice prior to such disclosure.

4. Ownership. All Confidential Information (including copies thereof) shall remain the property of CRI and shall be returned (or, at CRI's option, certified destroyed) upon written request or upon the Potential Buyer's need for it has expired, and in any event, upon completion or termination of this Agreement. No rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement.

5. Term. This Agreement shall terminate \_\_\_ days from the Effective Date.

6. Equitable Remedies. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that CRI shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post- any bond.

8. General. This Agreement shall be governed by the laws of the State of Florida, excluding its conflicts of laws principles. Any addition or modification to the Agreement, or waiver of a provision hereof, must be in writing and signed by all of the parties hereto. If any provision of this Agreement is held unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect.

---