

CONFIDENTIALITY AGREEMENT

- I. None of the materials furnished to the undersigned ("Confidential Information") will be used or duplicated by the undersigned in any way detrimental to the Property or to the Owner nor for any purpose other than evaluating a possible purchase or lease of the Property described therein. Therefore, the undersigned party agrees to keep all Confidential Information (other than information which is a matter of public record or is provided in other sources readily available to the public) strictly confidential; provided, however, that the Confidential Information may be disclosed by Purchaser to directors, officers and employees of the undersigned but only to these individuals, and to a prospective Purchaser's outside counsel and accounting firm (all of whom are collectively referred to as "Related Parties") who in Purchaser's considered judgment need to know such information for the purpose of evaluating a possible purchase or lease of the Property by Purchaser. The undersigned party will promptly, upon request, return all Confidential Information furnished to them without retaining copies thereof.
- II. The undersigned party(s) agrees not to make any of the Confidential Information available, nor disclose any of the contents of the Confidential Information, nor the fact that discussions or negotiations are taking place concerning a possible sale, lease or assignment of any property to Purchaser or any of the terms, covenants, conditions or other facts with respect to any such transaction, including the status thereof, to any person other than as permitted by the preceding paragraph unless: i) such person has been identified in writing to Seller; ii) the Seller has approved in writing the disclosure of the Confidential Information to such person; iii) such person has entered into a written confidentiality agreement. The undersigned will direct all parties to whom Confidential Information is made available not to make similar disclosures and any such disclosure shall be deemed made by, and be the responsibility of, the undersigned.
- III. The undersigned understands and acknowledges that there is no representation or warrant as to the accuracy or completeness of the Confidential Information. The financial information and projections contained in the forthcoming Confidential Information represent estimates based on assumptions considered reasonable under the circumstances, but there are no representations or warranties, expressed or implied, that actual results of operations will conform to such projections or past experience. Buyer agrees to conduct its own investigation of the property.
- IV. This agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.
- V. This Agreement shall have a term of 24 months from the date executed below. This agreement may not be changed orally.
- VI. All visits to the property shall be arranged, in advance, through CITY Commercial, LLC.

This agreement is executed this _____ day of _____, 2024.

Properties pertaining to this confidentiality agreement are as follows: 4122 Metric Drive, Winter Park, FL 32792

Buyer:

Signature: _____

Name: _____

Company: _____

Address: _____

Telephone: _____

Email: _____