

Advisor/Buyer Confidentiality Agreement

This agreement is made between **Lee & Associates Central Florida, LLC ("Broker")** and _____ ("**Advisor**") and _____ ("**Buyer**") including their affiliates as it relates to the potential sale of 225 N Ronald Reagan Blvd, Longwood, FL 32750 ("**Property**"). Information and materials pertaining to the Property will be supplied to Advisor and Advisor's Buyer to evaluate and determine whether or not the property is suitable for purchase. The disclosure of this information is strictly confidential and the parties do hereby agree that his agreement shall govern the use and the dissemination of information given to the Advisor and Buyer.

1. Any and all materials pertaining to the property shall be used exclusively for evaluating the possible purchase of the property and for no other purposes. Any rent roll, financial information that is proprietary shall be held in strict confidence and shall not be shared with anyone that falls outside of the parties of this agreement. Both Buyer and Advisor agree to keep confidential all of the information and materials received from Broker. In the event it is necessary to disclose this confidential information and consult with another party, said third party shall also be required to sign this confidentiality agreement.
2. Advisor agrees that no portion of the information or materials submitted by or on behalf of Broker shall be used in any way to the detriment of Broker, Seller, or Property, nor shall Advisor use it other than in connection with evaluation of the Property.
3. Advisor agrees that it will not contact any of the Property's employees, tenants, or prospective tenants identified by Broker, regarding the sale or lease of the property without the prior written consent of the Broker and Seller.
4. Advisor agrees that Seller shall have the unrestricted right, in its sole discretion, at any time to, (i) reject the registration of Advisor's Buyer (ii) to reject for any or no reason any and all offers submitted by Buyer, and (iii) to refuse for any or no reason to enter into a proposed sale with Buyer.
5. Advisor understands that Seller is not exclusively negotiating with Buyer or Advisor and that Seller remains free to negotiate with other purchasers for the sale of Property.
6. Advisor recognizes that irreparable injury may result to Seller, Broker and Property if it breaches any provision of the Agreement, and agrees that if it should engage, or cause any other person or entity to engage, in any act in violation of any such provision hereof, Seller, Broker and Property shall be entitled, in addition to such other remedies, damages and relief as may be available under applicable law, to equitable relief, including any injunction prohibiting it from engaging in any such act.
7. Advisor understands that the information Broker makes available is based on sources deemed reliable but there is no representation or warranty, either expressed or implied, as to the accuracy or completeness of that information.
8. This agreement shall be construed in accordance with, and the performance thereof governed by the laws of the State of Florida and Buyer submits to the jurisdiction of the courts of the State of Florida to resolve any disputes under this Agreement.
9. Advisor and Buyer acknowledge that _____ ("Advisor") is an advisor for _____ ("Buyer") and that Lee & Associates Central Florida, LLC is acting as the Exclusive Agent for the Seller. In the event of a transaction Advisor and Buyer acknowledge and agree that the Buyer will compensate Advisor, and Advisor, Buyer, their representatives and affiliates, shall have no claim for fees, commission, or other compensation against Lee & Associates Central Florida, LLC or the Seller, and further agree to indemnify, defend and hold Seller, LACF, and their affiliates harmless from and against any and all losses, damages, costs and expenses, including reasonable attorney fees, arising out of or in connection with any claim or suit asserted or brought by any broker, finder, agent or representative for commissions, fees or other compensation, to the extent such claim or suit is based in whole or in part on dealings with or through Principal, or its directors, officers, employees, partners, agents, representatives or advisors.
10. This agreement will survive the closing. Advisor and Buyer are prohibited from the distribution of any press release information upon the consummation of a transaction unless written approval is received from Seller and Broker.
11. Advisor agrees to obtain and deliver to Broker written execution of attached "Buyer Confidentiality Agreement" prior to the release of a package or for information concerning Property to your Buyer. Broker will deliver a Confidential Offering Memorandum directly to the Advisor's Buyer.

AGREED AND ACKNOWLEDGED BY ADVISOR

Company: _____

By: _____

Its: _____

(Please print name & title)

Date: _____

Title: _____

Address: _____

Email: _____

Telephone: _____

Fax: _____

AGREED AND ACKNOWLEDGED BY BUYER

Company: _____

By: _____

Its: _____

(Please print name & title)

Date: _____

Title: _____

Address: _____

Email: _____

Telephone: _____

Fax: _____