

## CONFIDENTIALITY AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made and agreed to by Grimaldi Commercial Realty Corp. (Broker) and \_\_\_\_\_ ("Seller") and \_\_\_\_\_ (Recipient) regarding certain real estate assets under contract or to be purchased by Potential Buyer/recipient or its related entities.

Upon your execution of this letter Agreement and your delivery of such executed letter agreement to Broker, Seller or Broker shall deliver to you information (the "Information") concerning the property address \_\_\_\_\_ located in \_\_\_\_\_ (city, state). The information will be delivered to you on the conditions that follow, which conditions you are deemed to accept and agree to upon your execution of this letter agreement and its delivery to Seller or Broker:

- the Information is confidential and will be furnished to you on a confidential basis in order to enable you to evaluate the Seller, the Tenant and the Property (collectively, the Evaluation") and the fact that the Information will be provided to you shall also be kept confidential;
- anything that you compile, prepare or otherwise develop in connection with the Evaluation, and any information derived therefrom, shall be deemed a part of the Information;
- you agree not to contact the Owner or Tenant or any of Owner or Tenant's employees, agents representatives without the express written consent of Seller;
- you and your affiliates (whether a parent entity, a subsidiary, or otherwise), and the successors and assigns of you and your affiliates (collectively, the "Restricted Parties") may not, either directly or indirectly, contact, solicit, negotiate, enter into or otherwise participate in any sale-leaseback or other direct real estate transaction with Potential Tenant or any of its affiliates for eighteen months subsequent to the date on which you receive the Information;
- the Information will be treated by you as confidential and will be kept in strict confidence; and you will not use the Information for any purpose other than in connection with the Evaluation;
- you agree not to copy, reproduce or distribute the Information, in whole or in part, to any person or entity without the express written consent of Seller in each instance; however, you will be permitted to disclose the Information to your agents, representatives and employees who are required to have such Information in order to enable you to make an Evaluation and for no other purpose, provided that each such agent, representative and employee shall (i) need to know such Information, (ii) understand the confidential nature of the Information and (iii) agree to be bound, for the benefit of Seller and Broker, by the terms and conditions of this letter agreement; you shall be responsible for any breach of these conditions by any such persons or entities; and you will promptly return the Information and all materials developed therefrom to Seller or affiliates of Seller, or Broker without retaining any copies thereof, upon request by Seller or affiliates of Seller;
- In the event that a governmental authority asks you to disclose, or you are required by law or an order of a court of competent jurisdiction to disclose any of the Information, you will promptly provide Seller and Broker with written notice of such request, requirement or order so that Seller or Broker may seek an appropriate protective order; in the absence of a protective order, you may disclose only that portion of the Information that you are legally required to disclose;
- the provisions of this letter agreement shall be binding upon all Restricted Parties;
- in the event of any breach of the conditions set forth above. Seller and Broker shall be entitled to appropriate legal relief, including, without limitation, an injunction to restrain any action prohibited by this letter agreement. in whole or in part, as well as other legal or equitable remedies;

Broker: Grimaldi Commercial Realty Corp/Kari Grimaldi 813-882-0884 [Kari@GrimaldiCommercialRealty.com](mailto:Kari@GrimaldiCommercialRealty.com)

- it is warranted that no other broker, other than Grimaldi Commercial Realty Corp. is involved in this transaction, unless cooperating broker is registered herein as cooperating broker, and subject to any cooperating broker agreement. it is expressly agreed that Grimaldi Commercial Realty Corp. is the procuring cause of any resulting transaction for this property;
- Buyer understands that all financial information and property information has been provided by Seller and cannot be warranted by Grimaldi Commercial Realty Corp. It is buyer's responsibility to verify accuracy of information as part of due diligence investigation.
- in the event that any provision of this letter agreement is unenforceable, the remaining provisions shall not be affected thereby;
- signatures on behalf of parties that are transmitted by facsimile or electronic transmission shall have the same force and effect as if originals of such signatures were delivered; and the provisions of this paragraph agreement shall be governed by the laws of the State of Florida
- Any information provided to the buyer pertaining to the property has been obtained from the property owner and sources we believe reliable; however, Grimaldi Commercial Realty has not verified, and will not verify, any of the information contained herein, nor has Grimaldi Commercial Realty conducted any investigation regarding these matters and makes no warranty or representation whatsoever regarding the accuracy or completeness of the information provided.
- All potential buyers must take appropriate measures to verify all of the due diligence information provided to buyer.

RECIPIENT: (PLEASE TYPE OR PRINT ALL ENTRIES)

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

Signature: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

E--mail: \_\_\_\_\_

Additionally, By Broker (only if applicable):

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

Signature: \_\_\_\_\_

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

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

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

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Telephone: \_\_\_\_\_

E--mail: \_\_\_\_\_