

## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Seller”) and \_\_\_\_\_ (“Interested Buyer”).

WHEREAS, the Buyer has expressed an interest in purchasing the Seller's property located at \_\_\_\_\_ (“Property”) and has requested authorization to review Confidential Information (as defined below); and

WHEREAS, Seller agrees to provide Interested Buyer with Confidential Information, deemed appropriate by Seller for review by Interested Buyer, which it desires to remain confidential; and

WHEREAS, Buyer desires to assure Seller that all Confidential Information provided to Interested Buyer will be treated with the utmost confidence and will not be used by Interested Buyer for any other purpose than to evaluate Interested Buyer’s potential purchase of the Property.

NOW, THEREFORE, in consideration of these promises and the promises and covenants hereinafter provided, the parties agree as follows:

1. Definition. "Confidential Information" as used herein shall mean all information, documentation, and material disclosed or made available to Interested Buyer by Seller or made available by Seller to Interested Buyer, in whatever form, relating to the business and affairs of Seller or the Property, including, without limitation, any oral, written, or computer-based information, and any knowledge gained through observation of Seller or Interested Buyer's records or facilities; provided, however, Confidential Information shall not include any information, documentation, or material: (a) rightfully received by Interested Buyer from a third party without restrictions on use or disclosure; (b) in the public domain; or (c) approved for release or disclosure by Seller. Confidential Information shall include the information, documentation, and material disclosed or made available to Interested Buyer at any time prior to, upon, or following the execution of this Agreement.

2. Acknowledgment of Proprietary Information. Any information given to Interested Buyer by Seller is provided only for the purpose of assisting Interested Buyer in considering the possible negotiation of a purchase agreement with Seller. Interested Buyer acknowledges that the Confidential Information is proprietary and confidential and that Seller could suffer great loss and irreparable harm if Interested Buyer, or its affiliates, agents, consultants, advisors, or employees improperly used the Confidential Information or disclosed it to any other party.

3. Interested Buyer’s Obligations of Confidentiality. In consideration of the disclosure to Interested Buyer of the Confidential Information, Interested Buyer shall treat the Confidential Information in confidence and undertake the following additional obligations with respect thereto:

- a. Use the Confidential Information for the sole purpose of conducting due diligence

with respect to determining whether to purchase the Property;

b. Not disclose the Confidential Information other than to employees of Interested Buyer or to Interested Buyer's attorneys, accountants, or other advisors employed or retained by Interested Buyer in connection with the proposed purchase transaction.

c. Limit dissemination of the Confidential Information to only those employees of Interested Buyer who have a need to know such information to conduct said due diligence and negotiations.

d. Not copy the Seller's Confidential Information or any portion thereof.

e. Return the Seller's Confidential Information and all documents, notes, or physical evidence thereof to Seller upon completion of the due diligence or termination of the negotiations.

f. Direct all inquiries or requests for Confidential Information to:

Chip Olson  
1250 Tamiami Trail N, Suite 101  
Naples, FL 34102  
(239) 261-2627

4. Survival of Obligations. The restrictions and obligations imposed by Section 3 hereof shall survive any expiration, termination, or cancellation of this Agreement, and shall continue to bind Interested Buyer, and its successors and assigns.

5. Remedies. Interested Buyer shall be responsible to Seller for any breach of the provisions of the Agreement by persons who are within Interested Buyer's reasonable control. Interested Buyer agrees to notify Seller as soon as practicable upon discovery of any unauthorized disclosure, and will cooperate with the other in every reasonable way to help the other regain possession of the Confidential Information and prevent further unauthorized use. Because of the confidential nature of the Confidential Information, and because a violation of this Agreement would cause irreparable injury, the Interested Buyer agrees that, in addition to any other remedies available, Seller will be entitled to seek injunctive relief to enforce the terms of this Agreement and to recover its attorney fees and expenses. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

6. Administration. This Agreement is made in accordance with the laws of the State of Florida, and it shall be interpreted without regard to the application of such state's principles of conflict of laws. This Agreement contains the parties entire understanding relating to the subject matter of this Agreement, and any representation, promise, or condition not contained in this Agreement shall not be binding on either of party. Any amendments or modifications to this Agreement must be in writing and signed by both of parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INTERESTED BUYER:

\_\_\_\_\_

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

AGENT FOR BUYER:

\_\_\_\_\_

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