

Confidentiality Agreement

RE: Progress One 13859 Progress Blvd., Alachua, FL
Progress Two 13631 Progress Blvd., Alachua, FL
Progress Three 13545 Progress Blvd, Alachua, FL

This Confidentiality Agreement will serve to confirm your agreement concerning certain material, data, and information (“Evaluation Material”), that will be made available to you for review in connection with a possible purchase or investment in the Property.

We are prepared to provide you with the Evaluation Material in connection with discussions and negotiations of a possible transaction involving the Property only on the condition that you treat such Evaluation Material confidentially as detailed below and confirm certain representations to us. Now, therefore as a prerequisite to us Providing you the Evaluation Material, you hereby represent and agree as follows:

1. The Evaluation Material provided to you shall be used solely by you for the purpose of evaluating a potential transaction, and you agree to keep all of the Evaluation Material strictly confidential. The term “**Confidential Information**” means any means all and all non-public information, whether oral, written, visual or otherwise, provided to you or your directors, partners, officers, employees, agents, or advisors, including attorneys, accountants, technical consultants, lenders, or investment bankers (collectively, the “**Representatives**”) You will be liable for disclosures of Confidential Information made by its Representatives in violation of this Agreement.

Treatment of Confidential Information. You and your Representatives must: (i) at all times maintain the confidentiality of the Confidential Information; (ii) use the Confidential Information only in connection with the Project; (iii) restrict disclosure of the Confidential Information to Representatives with a need to know the Confidential Information for purposes of performing their responsibilities in connection with the Project; (iv) advise those Representatives of the obligation not to disclose the Confidential Information; (v) copy the Confidential Information only as necessary for its Representatives who need it for the Project, and ensure that confidentiality is maintained in the copying process; and (vi) use, and require its Representatives to use, the same degree of care as is used with the Receiving Party’s Confidential Information, which level of care shall in no event be less than reasonable care.

Exceptions to Confidential Information. The restrictions on the use and disclosure of Confidential Information as set forth in Section 1. above do not apply to Confidential Information that (i) was in your possession prior to disclosure, without an obligation of confidentiality; (ii) is or becomes publicly available without breach of this Agreement by you; (iii) is independently developed you without use of any Confidential Information; or (iv) is rightfully received by you from a third party without an obligation of confidentiality.

Disclosure in Legal Proceeding. If, in the reasonable opinion of its legal counsel, you are required by law to disclose any Confidential Information in connection with any legal proceeding relating to this Agreement or any other legal proceeding to an arbitrator, the court or other governmental authority, then you may disclose such information; provided you provide notification within a reasonable time prior to disclosure and shall allow a reasonable opportunity to seek appropriate protective measures.

You shall establish and maintain written policies and procedures designed to ensure the confidentiality of the Confidential Information. Copies of such policies and procedures shall be returned upon request. You shall notify, promptly, upon the discovery of the loss, unauthorized disclosure or unauthorized use of the Confidential Information and shall provide an indemnify and hold harmless for such loss, unauthorized disclosure, or unauthorized use, including attorneys' fees. You shall permit an audit to ensure compliance with the provisions of this Agreement at any time during regular business hours.

You understand and acknowledge that we and the sellers make and have not made any representation or warranty to you as to the accuracy or completeness of the Evaluation Material and have made no attempt to verify the data contained therein. You agree that we and the owners/sellers will not have any liability to you as a result of your use of the Evaluation Material and it is understood that you are expect to preform your own investigations and are responsible for such diligence investigations and inspections of the Property, including any environmental conditions, as you deem necessary or desirable and as permitted by agreement with us.

2. Destruction and Return of Confidential Information. Within ten (10) business days from the termination of this Agreement, termination of discussions regarding the Project, and/or the receipt of a written request you must, either: (a) return the Confidential Information to the Disclosing Party, or (b) certify in writing to the Disclosing Party that such Confidential Information has been destroyed in such a manner that it cannot be retrieved.
3. You agree to defend, indemnify, and hold each seller/owner harmless and Agility Commercial Real Estate, LLC, its agent, harmless from and against all claims, actions, damages, losses, and liabilities, including reasonable attorneys' fees, and expenses, arising out of any breach of your obligations under this agreement.
4. The Owners expressly reserve the right, at their sole discretion, to withdraw property from the market, modify Owner's marketing plan or reject any and all interest or offers and Owner may terminate discussions with any party at any time without notice. Owners have no legal commitment or obligation to any party until a written purchase and sale agreement has been fully executed and all obligations have been satisfied or waived.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any conflicts of laws principles. You agree that any litigation arising directly or indirectly out of, or in any way relating to this Agreement shall commence exclusively in the State of Florida in the Courts of Broward County, Florida and that you, by this Agreement, consent to the jurisdiction of these courts.
6. This Agreement may not be assigned without the prior written consent. No permitted assignment will relieve you of your obligations under this Agreement with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Section is void. This Agreement is binding upon your respective permitted successors and assigns.

7. The purchaser has been advised that Agility Commercial Real Estate, LLC (“Advisor, Agent, or Agility”) Is acting on behalf of the sellers only as exclusive broker in connection with the sale of or investment in the Property. Therefore, the purchaser agrees to pay all brokerage commissions, finder’s fees, and other compensation to which any broker, finder or other person may be entitled in connection with sale of or investment in the property. if such claim or claims for commissions, fees or other compensation based in whole or in part on dealings with purchaser or any of its representatives (except Agility, compensation which is payable by owner / sellers). Purchaser agrees to indemnify and hold harmless agent and sellers, their respective affiliates, successor sand assigns, employees, officers, and directors against and from any loss, liability or expense, including reasonable attorney’s fees, arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation from bringing about any sale of the property to purchaser if such claim or claims are based in whole or in part on dealings with purchaser or any of its representatives.
8. The agreement inures to the benefit of and is enforceable by Agility Commercial Real Estate, LLC, and the respective owner / seller for which the Evaluation Materials have been requested.
9. The obligations under this agreement shall terminate upon the earlier of the second anniversary of the date of this agreement or the date of closing any transaction regarding the Property between us. If less than all the Property is purchased, then the obligations under this agreement shall only terminate with respect to the Property purchased by you.

Agreed and Accepted on:

DATE
BY
NAME
TITLE
COMPANY
ADDRESS
CITY, ST,
ZIP
PHONE
EMAIL