



**BOYNTON LOGISTICS CENTER
1200, 1210, 1230 SW 35 AVENUE
Boynton Beach, FL, 33426**

This Confidentiality Agreement is entered into between **Cushman & Wakefield of Florida, LLC** ("C&W"), and the undersigned.

Please be advised that C&W, is willing to make available to you certain information in connection with the proposed sale of **1200, 1210, 1230 SW 35 Ave, Boynton Beach, FL** (the "Property"). As a condition to the receipt of such information, you agree to treat confidentially any information furnished to you by C&W, or Seller regarding the Property, together with any analyses, compilations, studies or other documents or records prepared by you or your directors, officers, employees, agents, attorneys, advisors or representatives and financing sources (collectively "Representatives") of yours, to the extent that such analyses, compilations, studies or documents are generated from such information (collectively "Material").

You hereby agree that Material shall be used solely for the purposes of your evaluating the proposed purchase of the Property by you and your firm, and that such Material shall be kept confidential by you and your Representatives. You and your Representatives shall not allow any portion of Materials to be distributed to anyone outside of your organization without prior written approval from C&W, or **EV 1230, LLC** (the "Seller"). You agree to not contact or communicate directly or indirectly with any tenant or occupant of the Property and shall protect against any access to or use of Material that could result in harm to Owner or Owner's tenants, occupants, or affiliates.

You shall promptly upon the request of C&W, or Seller, deliver to Seller all documents furnished by C&W or its agents to you or your Representatives constituting Material, without retaining any copy thereof. Notwithstanding the return of any Material, you shall continue to be bound by your obligation of confidentiality and your other obligations hereunder.

You hereby agree not to speak with any of the tenants with regards to the property being offered for sale or discuss their business operations without the written permission of C&W or the Seller.

Although the Seller and its agents have endeavored to include in the Material information known to them which they believe to be relevant for the purpose of your evaluations, you understand that neither C&W nor Seller makes any representation or warranty as to the accuracy or completeness of any of the Material or any portion thereof. You agree that neither C&W, nor Seller, nor any of their respective officers, directors, employees, agents, attorneys, advisors, or representatives shall have any liability to you or any of your Representatives resulting from the use of the Material by you or your Representatives.

It is agreed that, the undersigned is acting as a principal and either: A) had no dealings, negotiations, or consultations involving the Property with any broker other than C&W, or B) will be responsible for any fees or commissions due to a cooperating broker acting as the Buyer's Agent.

It is agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that the Seller shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or in equity to the Seller. You expressly agree that the Seller is a third-party beneficiary hereunder, and all of the terms and conditions herein shall inure to the benefit of Seller.

ACKNOWLEDGEMENT BY PRINCIPAL

We have read and understood the foregoing and accept and agree to all terms herein this ____ day of _____ 2023.

Company: _____

Contact: _____

Title: _____

Telephone: _____

Fax: _____

Email: _____

Signed and Acknowledged: _____

Please email signed Confidentiality Agreement to Niki Michopoulos at niki.michopoulos@cushwake.com