



460 NW Enterprise Drive,  
Port St. Lucie, FL 34986

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 **460 Enterprise** (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 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 the "Material").

You hereby agree that the 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 Prospective Purchaser. You and your Prospective Purchaser shall not allow any portion of the Materials to be distributed to anyone outside of your organization without prior written approval from C&W, or **460 Enterprise Property Owner, LLC** (the "Seller").

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 Prospective Purchaser 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.

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 the Seller make 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 the Seller, nor any of their respective officers, directors, employees, agents, attorneys, advisors, or representatives shall have any liability to you or your Prospective Purchaser resulting from the use of the Material to you by C&W or Seller.

**If the Buyer has been introduced to the purchase opportunity by a cooperating broker, the cooperating broker shall be paid by the Buyer.**

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 the Seller.

**ACKNOWLEDGEMENT BY CO-BROKER AND PROSPECTIVE PURCHASER**

We have read and understood the foregoing and accept and agree to all terms herein this \_\_\_ day of \_\_\_\_\_ 2024.

**Co-Broker:**

**Prospective Purchaser:**

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

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

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

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

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

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

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

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

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

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

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

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

**Please email signed Confidentiality Agreement to Niki Michopoulos at [niki.michopoulos@cushwake.com](mailto:niki.michopoulos@cushwake.com)**