

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”) is made as of the ____ day of _____, 2025____ by and among Compass, a Florida Corporation and [Sanctuary at Doral LLC], a [Florida] limited liability Company (“Seller”).

RECITALS

- A. Compass is engaged in the business of, among other things, brokerage of commercial real estate.
- B. Seller wishes to explore the possibility of entering into an exclusive representation agreement with Compass (the “Proposed Transaction”) for the sale of the property known as [9420-9430 NW 41st St, Doral, FL 33178] (the “Property”).
- C. Seller has asked Compass to provide a proposal relating to the potential Marketing and sale of the Property.
- D. During the course of any discussions or negotiations relating to the Proposed Transaction, the Parties will provide one another with Protected Information.
- E. As a condition precedent to each Disclosing Party’s agreement to disclose and exchange Protected Information, each Receiving Party agrees to be bound by the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing, and to induce the mutual disclosure of Protected Information, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Definitions

1.1 “Protected Information” means any and all information, in any form or medium, whether written, oral or electronic, concerning or relating to a Disclosing Party and its business or affairs including, without limitation, financial and operating information relating to the Property, proposal(s) and presentations relating to the sale of the Property, market information, marketing plans, strategies, analyses, abstracts, compilations, forecasts, projections studies, drawings, diagrams, existing systems, software, firmware, hardware, products and services, and those in development.

1.2 “Disclosing Party” means any Party which discloses Protected Information pursuant to this Agreement.

1.3 “Receiving Party” means any Party which receives Protected Information pursuant to this Agreement. For the purposes of this Agreement, each Party may be (and is expected to be) both a Disclosing Party and a Receiving Party.

1.4 “Representatives” means a Party’s directors, officers, members, partners, managers, employees, advisors, shareholders, agents, affiliates, immediate family members of the foregoing and other representatives including, without limitation, attorneys, accountants, consultants, financial advisors, and sources of financing.

2. Use of Protected Information. Each Party agrees that any Protected Information received by it shall be kept confidential and shall be used solely for the purpose of evaluating the Proposed Transaction; provided, however, that (i) any of such information may be disclosed to the Receiving Party’s Representatives who need to know such information for the purpose of evaluating the Proposed Transaction (it being understood that such Representatives shall be informed by the Receiving Party of the confidential nature of such information and shall be directed to treat such information confidentially), (ii) a Receiving Party may disclose protected Information if the Disclosing Party consents in writing, and (iii) the Receiving Party may make such disclosures as may be required by applicable law, regulation or legal process. In the event that a Receiving Party or any of its Representatives are required by applicable law, regulation or legal process to disclose any of the Protected Information, prior to making such disclosure, the Receiving Party shall notify the Disclosing Party as promptly as possible so that the Disclosing Party may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. If no such protective order or other remedy is obtained before disclosure is required or the Disclosing Party waives compliance with the terms of this Agreement, the Receiving Party shall furnish only that portion of the Protected Information which it is advised by counsel is legally required and shall request that the person to whom such disclosure is made hold the Protected Information in confidence.

3. Other Disclosures. It is understood and agreed that, without the prior written consent of the other Party, no Party shall, and shall direct its Representatives not to, disclose to any person other than its Representatives, either the fact that discussions or negotiations are taking place concerning the Proposed Transaction between the Parties or any of the terms, conditions or other facts with respect to the Proposed Transaction, including the status thereof, except as may be otherwise required by applicable law, regulation or legal process.

4. Return of Information. All Protected Information, whether in written, printed, electronic, or other form, shall immediately be returned to the Disclosing Party, and no copies thereof shall be retained by any Receiving Party or its Representatives, if the Proposed Transaction is not consummated or upon the Disclosing Party’s request.

5. Excluded Information. The term “Protected Information” does not include such portions of any disclosed information that (i) is or becomes part of the public domain through no fault of the receiving party, (ii) was lawfully acquired from a third party who was not subject to a confidentiality obligation, or (iii) that the disclosing party regularly gives to third parties without restriction on use or disclosure. (the “Excluded Information”).

6. Legally Compelled Disclosures. If a Receiving Party or anyone to whom a Receiving Party transmits the Protected Information pursuant to this Agreement becomes legally compelled to disclose any of the Protected Information (the “Compelled Party”), Receiving Party and the Compelled Party shall provide the Disclosing Party with prompt notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained by the Disclosing Party or the Disclosing Party waives compliance with the provisions of this Agreement, the Compelled Party shall furnish or cause to be furnished only that portion of the Protected Information which the Compelled Party is legally required to furnish, and shall exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment is accorded the Protected Information so furnished.

7. No Representations or Warranties as to Protected Information. The Parties understand that the Disclosing Party is not making any representation or warranty to the Receiving Party as to the accuracy or completeness of the Protected Information or its sufficiency or fitness for any purpose. This Agreement shall not be construed as granting or conferring any rights to a Receiving Party by license or otherwise, expressly or implicitly, to the Protected Information, or any invention, discovery or improvement related to the Confidential Information, made, conceived or acquired prior to or after the date of this Agreement including, but not limited to, “derivative works” (as such term is defined in Section 101 of the United States Copyright Act of 1976, as amended, and as construed under applicable case law) thereof and the Disclosing Party shall retain all of its proprietary rights (including, but not limited to, patents, copyrights and trade secrets) with respect thereto. Nothing contained in this Agreement shall constitute a commitment by any Party to enter into the Proposed Transaction or any other legal relationship, other than as specifically provided herein.

8. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, shall be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

9. Headings. The headings contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

10. Counterparts. This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts, or facsimile copies thereof, shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart.

11. Governing Law. This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of _____, without regard to choice of law or conflict of laws rules.

12. Specific Performance and Injunctive Relief. Each Receiving Party recognizes that, if it fails to perform, observe or discharge any of its obligations under this Agreement, no remedy at law shall provide adequate relief to the Disclosing Party. In such case, the Disclosing Party shall be entitled to obtain specific performance of this Agreement and shall be entitled to temporary and permanent injunctive relief, without the necessity of showing irreparable harm, at any time when the Receiving Party fails to comply with any of the provisions of this Agreement applicable to it. To the extent permitted by applicable law, each Receiving Party hereby irrevocably waives any defense that it might have based on the adequacy of a remedy at law, which might be asserted as a bar to the specific performance of this Agreement or injunctive relief. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against all costs and expenses (including attorneys' fees and other charges) incurred by the Disclosing Party in enforcing and preserving the Disclosing Party's rights under this Agreement

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements, commitments, or understandings with respect to such matters.

14. Successors and Assigns. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

IN WITNESS WHEREOF, the Parties have caused their authorized representative to execute this Agreement as of the date first written above.

Compass.

[_____]

By : _____

By: _____

Name: Barbara Montero

Name: _____

Title: Commercial Real Estate Advisor _____

Title: _____

[_____]

By: _____

Name: _____

Title: _____