

**PROSPECTIVE PURCHASER - CONFIDENTIALITY AGREEMENT
(Needed from Both Prospective Buyer and from Agent)**

This CONFIDENTIALITY AGREEMENT is entered into this _____ day of _____, 2005 between _____ (“**Seller**”), _____ (“**Seller’s Agent**”), _____ (“**Seller’s Agent**”) whose offices are located at _____, and _____ (“**Prospective Purchaser**”), whose address is _____ and Buyer’s Agent _____ (**Broker**) _____ whose address is _____ relative to the potential sale of the commercial business property known as _____ The Buyer’s Agent and Prospective Purchasers shall be furnished with privileged information pertinent to the above-referenced property for evaluation as follows:

1. Property Income and Expense Information
2. Property Vendor and/or Outside Contractor Service Agreements
3. Property Taxes and Property Insurance information
4. Property Lease Agreements between Landlord and Tenants
5. A physical inspection of the property both inside and outside Tenant-leased areas.

In the process of making their evaluation of the property, Buyer’s Agent and Prospective Purchasers have or will be made privy to Confidential Information concerning the property, Seller’s and Seller’s Agent’s trade secrets, and business methods and procedures, including but not limited to names of tenants occupying the property, vendors and third party contractors providing services on behalf of the property, lease rental rates and lease terms and agreements which are the property of the Seller and Seller’s Agent, and which enable those entities to compete successfully in their businesses).

All Prospective Purchasers to whom Seller’s information shall be made available shall be required to enter into a separate Confidentiality Agreement prior to any information being made available to them, and both Prospective Purchasers and Buyer’s Agent specifically agree that all the information described in the preceding paragraph, including but not limited to the list of tenants, vendors and service providers of the property are valuable, special and unique assets of the Seller and Seller’s Agent’s business and constitute trade secrets. With respect to all such items of information, Buyer’s Agent and Prospective Purchaser hereby agree to treat all such matters relating to the Seller’s and Seller’s Agent’s business, as confidential information entrusted to them solely for use in their capacity as a broker and Prospective Purchaser, respectively, and Buyer’s Agent and Prospective Purchaser agree not to divulge such information in written, verbal, electronic or any other form to any persons other than those needed to assist in the completion of a purchase transaction between Prospective Purchaser and Seller, based on the following conditions:

- 1, Confidential Information means any and all information in oral and/or written form that relates to past, present and future research, development, business activities, products and services relating to any operation of the Seller or Seller’s Agent.

2. The undersigned may use the Confidential Information solely for the purpose of conducting its evaluation and review of the property's value for purchase. The undersigned will not, at any time, use the Confidential Information in any other fashion, form or manner.

3. Any and all Confidential information in whatever form is the property of the Seller or Seller's Agent and shall remain as such. Any copies of the Confidential Information which the Seller or Seller's Agent may have permitted the undersigned to make, or other material incorporating Confidential Information, shall be the sole property of the Seller or Seller's Agent, and must be returned to the Seller or Seller's Agent upon request therefrom.

4. The undersigned acknowledges that the Confidential Information disclosed and/or made available to Buyer's Agent or Prospective Purchaser hereunder is owned solely by the Seller or Seller's Agent, and that the threatened or actual breach of this Agreement would cause irreparable injury to the Seller or Seller's Agent. Accordingly, the undersigned agrees that the Seller or Seller's Agent shall have the right to seek monetary damages and an immediate injunction enjoining any such breach or threatened breach of this Agreement.

5. The undersigned shall promptly alert the Seller or Seller's Agent, in writing, of any breach of this Agreement by an employee or agent of either Buyer's Agent or Prospective Purchaser of which the undersigned becomes aware and shall provide assistance to the Seller or Seller's Agent to immediately terminate such unauthorized use or disclosure.

6. This Agreement shall become effective as of the date any Confidential Information is first made available to the undersigned.

7. This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida.

ACCEPTED AND AGREED THIS _____ day of _____, 2005.

**PROSPECTIVE
PURCHASER:** _____

By: _____

Title: President (Print Name) (Date) _____

By Buyer's Agent: (Date) _____

Name (Print Name)