



COOPERATING BROKER AND POTENTIAL PURCHASER CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is effective this _____ day of _____, 2018, and is made and agreed to by _____ (“Cooperating Broker”) and _____ (“Potential Purchaser”) to and in favor of Retail Asset Management, Inc., a Florida corporation (“Exclusive Listing Broker”) and Owner regarding the property known as Whisper Lakes Village– Orlando, Florida (“Property”) all as more specifically identified in Exhibit “A” attached hereto and made a part hereof, (collectively, the “Company”).

WHEREAS, Cooperating Broker and Potential Purchaser have requested information from Owner for the purpose of evaluating a possible acquisition of the Property. The Owner of the property has instructed the Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement; and

WHEREAS, the Company desires to protect its proprietary and confidential information and to prevent other persons and entities from acquiring, appropriating, circumventing or discovering its propriety and confidential information during or after production of work product necessitated by the Contract; and

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Cooperating Broker and Potential Purchaser agree as follows:

1. **Recitals.** The above recitals are true and correct and are made a part of this Agreement.
2. **Tenant Communication.** Cooperating Broker, Potential Purchaser and any affiliates are forbidden to contact the tenant(s) of the property.
3. **Marketing Information.** Owner and Exclusive Listing Agent make no representations or warranties, express or implied, as to the accuracy or completeness of any Marketing Information provided by them. Cooperating Broker and Potential Purchaser assume full and complete responsibility for reconfirmation and verification of all Marketing Information received and expressly waives all rights of recourse against Owner and Exclusive Listing Broker with respect to the same.
4. **Broker Representation.** Cooperating Broker recognizes that they do not represent the Owner in this transaction. Retail Asset Management, Inc., who is acting as a Seller’s Broker only, represent the Owner. Potential Purchaser acknowledges that (1) the Cooperating Broker, as defined, has the exclusive authority to negotiate on Potential Purchaser’s behalf; (2) that Seller agrees to pay a **one percent (1%)** brokerage commission to

Cooperating Broker if the Potential Purchaser purchases the Property, and (3) that Potential Purchaser will indemnify and hold RAM and Owner harmless from any brokerage claims of any other broker purporting to claim commissions through service to Potential Purchaser.

5. **Confidentiality.**

- a. The Cooperating Broker and Potential Purchaser agree and covenant that all information, knowledge, data, or records, whether written, verbal or otherwise, of whatever kind or nature, including but not limited to any information which relates to client and/or customer names or other information, marketing material information, operations, methods, policies or procedures, personnel matters, financial information, debtor information, business and operational plans, software, company contracts, business strategies, or other information or documents of a confidential nature relating to the Company's concepts, ownership or operation of the Company or the Property, or concerning any affiliate, subsidiary, officer, director, owner, shareholder, employee agent, servant, representative, consultant and/or agent of Company (hereinafter collectively referred to as "Propriety Information"), which is acquired or is made available by the Company to the Cooperating Broker and Potential Purchaser, shall be regarded as strictly confidential and/or a trade secret of the Company, whether marked or asserted as such.
- b. The Cooperating Broker and Potential Purchaser agree that it will not at any time, directly or indirectly, reveal, use, publish, disclose, disseminate, communicate, or divulge any Proprietary and Marketing Information to any person, corporation, or other entity without the prior written consent of the Company, except as permitted herein. The Cooperating Broker and Potential Purchaser shall hold the Propriety Information in trust and confidence for the Company and shall protect the Propriety Information with the same degree of care as the Company employs for the protection of its own trade secrets and Propriety Information.
- c. The Cooperating Broker and Potential Purchaser agree that the Proprietary Information and any Marketing Material cannot be altered in any way, nor are they for presentation to Potential Purchasers other than the registered Potential Purchaser.
- d. The Cooperating Broker and Potential Purchaser are not precluded from disclosing Proprietary and Marketing Information to its employees or legal representatives or Potential Purchaser's intended lender, its employees or representatives, who need to know such Proprietary Information in order to participate on behalf of Cooperating Broker and Potential Purchaser in the analysis, negotiation, or closing of the Contract, provided, however, that each employee or representative, potential equity investor, or Potential Purchaser's intended lender, its employees or representatives, receiving Proprietary Information shall be notified of and required to abide by the terms and conditions of this Agreement. The Cooperating Broker and Potential Purchaser are responsible for each breach of this Agreement by itself and or any of its employees or representatives.

- e. Further, notwithstanding anything to the contrary contained herein, Proprietary Information shall in no event apply to any information which (i) is already in the public domain at the time of disclosure; (ii) enters the public domain after disclosure through no fault of the Cooperating Broker and Potential Purchaser; (iii) is already known to the Cooperating Broker and Potential Purchaser at the time of disclosure; (iv) is required to be disclosed under state or federal law or pursuant to subpoena or court order; or (v) is subsequently disclosed to the Cooperating Broker and Potential Purchaser by third parties having no obligation of confidentiality to the Company.
 - f. The Cooperating Broker and Potential Purchaser agree that all of the Proprietary Information of the Company is and shall remain the sole and exclusive property of the Company, free of any and all claims of the Cooperating Broker and Potential Purchaser. The Cooperating Broker and Potential Purchaser will deliver all Proprietary Information, and any copies, duplicates, or reproductions of whatever kind relating to the Proprietary Information, which are in the Cooperating Broker and Potential Purchaser's possession, to the Company at any time upon request.
3. **Exclusive Use.** The Cooperating Broker and Potential Purchaser agree to hold Proprietary Information in the strictest confidence and shall use the same exclusively for the limited purpose of evaluating the Property. The Cooperating Broker and Potential Purchaser further agree not to disclose the existence or nature of the Contract and the relationship between the Cooperating Broker and Potential Purchaser and the Company except as provided for in this Agreement. The Cooperating Broker and Potential Purchaser shall never disclose, circumvent, use or exploit any Proprietary Information for its own benefit or for any other person's or entity's benefit.
4. **Survival of Agreement.** The restrictive covenants, requirements and use and confidentiality set forth in this Agreement shall survive for a period of three (3) years from the latter of: a) the date of this confidentiality agreement; b) the date of the closing, or c) the termination of the Contract.
5. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the Company and its respective legal representatives, assigns, directors, officers, shareholders, agents, servants, and employees. The Cooperating Broker and Potential Purchaser recognizes that irreparable injury will result to the Company in the event of a breach of the restrictive covenants contained in this Agreement on the part of the Cooperating Broker and Potential Purchaser and agrees that in the event of a breach or threat of breach by the Cooperating Broker and Potential Purchaser of any of the provisions of this Agreement, the Company shall be entitled, in addition to other remedies and damages available, to an injunction to restrain the violations thereof by the Cooperating Broker and Potential Purchaser and all persons acting for and/or with the Cooperating Broker and Potential Purchaser, plus attorneys' fees and court costs incurred in enforcing the Company's rights hereunder.
6. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida. Any action pertaining to this Agreement shall be commenced and prosecuted in the Circuit Court of

Pinellas County, Florida and each party submits to the jurisdiction of said court.

7. **Surrender of Proprietary Information.** Cooperating Broker and Potential Purchaser shall surrender, upon request, all Proprietary Information to company. Cooperating Broker and Potential Purchaser shall not retain or distribute any additional copies of any of all Proprietary Information after surrender.

IN WITNESS WHEREOF, the undersigned party has executed this Agreement intending for the Company to rely on this Agreement in all respects.

WITNESSES:

COMPANY:

Retail Asset Management, Inc., a Florida Corporation

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

WITNESSES:

COOPERATING BROKER:

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

WITNESSES:

POTENTIAL PURCHASER:

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____



CONFIDENTIALITY AGREEMENT AND NON-DISCLOSURE AGREEMENT

EXHIBIT A

Property Name: -Whisper Lakes Village

Address: 2100-2180 Whisper Lakes, Blvd., Orlando Florida 32837

Parcel ID:

**Please return completed form to:
Retail Asset Management, Inc.
Attn: Paul Cooley**

Email: pcooley@RetailAssetManagementInc.com

Phone: (727)446-3032; x-62

Fax: (727)446-3080