

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Exhibit "A" To Cooperating Broker Agreement for Purchase of Commercial Property



This Non-Disclosure and Confidentiality Agreement (the "Agreement") is made as of this _____ day of _____, 20____, by and among Esslinger • Wooten • Maxwell, Inc., Realtors®, a Florida corporation ("EWM"), _____, a Florida licensed real estate broker or brokerage firm ("Co-Broker") and _____ ("Prospective Buyer").

WHEREAS, the Prospective Buyer is interested in obtaining certain nonpublic and confidential information regarding real property(ies) commonly known as _____, and _____, and located at _____, and _____ (the "Property(ies)"), for the sole and exclusive purpose of determining his/her/their/its interest in purchasing or otherwise acquiring the Property(ies);

WHEREAS, EWM agrees to furnish Co-Broker and Prospective Buyer with certain nonpublic, confidential and proprietary information concerning the Property(ies), which may contain property information, reports, agreements, leases, contracts, financial information, proposals, terms, names, information, opportunities, documents, and other items relative to the business and affairs of the Property(ies) ("Confidential Information"); and

WHEREAS, Prospective Buyer and Co-Broker wish to protect the Confidential Information as more specifically described below.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and promises set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The terms "Prospective Buyer" and "Co-Broker" shall include any related parties or affiliates of such person or entity who has signed the Prospective Buyer Registration & Non-circumvention Agreement, including, without limitation, successors, assigns, administrators, personal representatives, agents, employees, officers, directors, shareholders, representatives and independent contractors.

2. Prospective Buyer and Co-Broker are advised that EWM is acting on behalf of the Seller as exclusive agent in connection with the sale of the Property(ies). Prospective Buyer and Co-Broker understand and agree that all dealings concerning the Property(ies) will be handled through EWM and that EWM has entered into an agreement for payment of a brokerage commission with the seller of the Property(ies) (the "Seller").

3. The information furnished to Prospective Buyer and Co-Broker, including the Confidential Information, has been prepared from information furnished by the Seller and from other sources deemed reliable; however, EWM makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information provided, and shall not have any liability for any reason to the Prospective Buyer and/or Co-Broker resulting from the use of the Confidential Information by the Prospective Buyer and/or Co-Broker. Although the Confidential Information contains certain information EWM may consider relevant for the purpose of Prospective Buyer's investigation of the Property(ies), EWM does not make any representation or warranty as to its accuracy or completeness. Prospective Buyer acknowledges that he/she/they/it has been advised to seek the independent advice of an attorney, accountant and/or other professional(s) to verify the information supplied to EWM by the Seller and to examine any and all applicable documentation relevant to purchasing, leasing or otherwise acquiring the Property(ies).

4. Prospective Buyer and Co-Broker agree to hold all Confidential Information in strict confidence and trust, and agree that the Confidential Information shall be used only for the purpose stated herein, and shall not be used for any other purpose or disclosed to any third party except as provided herein. Prospective Buyer will not use the Confidential Information to compete with the Seller. Prospective Buyer and Co-Broker's obligations hereunder to hold the information confidential does not apply to: **(a)** information which is published or otherwise becomes available to the general public through no act or failure to act on the part of Prospective Buyer or Co-Broker or, **(b)** information which is subsequently acquired by Prospective Buyer or Co-Broker from a third party who has a bona fide right to make such information available without restriction.

5. Without the prior written consent of Seller, neither Prospective Buyer nor Co-Broker shall disclose to any person either **(a)** the fact that discussions or negotiations are taking place concerning a possible transaction regarding the Property(ies), or **(b)** any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

6. The Confidential Information shall not be disclosed to any agent, consultant, broker or third party unless such person(s) or entity(s) agree to execute and be bound by the terms of this Agreement and have been previously approved by EWM in writing. Confidential Information shall be revealed only to such of Prospective Buyer's representatives, who, in Prospective Buyer's judgment, need to know such information for purposes of evaluating the transaction, provided that such representatives agree to keep the information confidential and be bound by this Agreement to the same extent as if they were parties hereto. Prospective Buyer shall be and remain fully responsible for the conduct of any of its representatives.

7. If Prospective Buyer decides not to pursue the Property(ies), or negotiations to purchase the Property(ies) are terminated, all information, including Confidential Information, shall be returned promptly to EWM or destroyed and not retained by Prospective Buyer or Co-Broker in any form or for any reason, and all copies, summaries, analyses and notes of the contents or parts thereof shall be destroyed. Neither Prospective Buyer nor Co-Broker shall use the Confidential Information to harm EWM or the Seller by soliciting or contacting its customers, agents or employees, or by disclosing the Confidential Information to Seller's competitors, customers or vendors.

8. Prospective Buyer and Co-Broker acknowledge that if this Agreement is breached, the Seller and/or EWM could be irreparably damaged and would not be made whole by monetary damages. Accordingly, Seller and/or EWM, as the case may be, in addition to any other remedy to which each or both may be entitled by law or in equity, shall be entitled to injunctive relief to prevent a breach, or further breach of this Agreement, and to an order compelling specific performance of this Agreement. The same remedies shall be afforded and available to EWM in the event that the Prospective Buyer, Co-Broker and/or the Seller circumvent or attempt to circumvent EWM or EWM's right to receive a brokerage commission or compensation. EWM shall be deemed to include any and all other brokers with whom EWM is co-operating. In the event that Prospective Buyer and/or Co-Broker disclose the availability of the Property(ies) to any third party and such third party purchases the Property(ies) without EWM, then Prospective Buyer, in addition to the remedies specified herein, will also be responsible for the payment of EWM's compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater. Prospective Buyer and Co-Broker shall be jointly and severally liable and shall reimburse EWM and/or Seller for all costs and expenses, including reasonable attorneys' fees and costs, incurred by each or both, in connection with the enforcement of the obligations of Prospective Buyer and/or Co-Broker hereunder.

9. The Seller is the intended beneficiary of all covenants of Prospective Buyer and Co-Broker herein which benefit the Seller, including without limitation, the covenants concerning the use of information or Confidential Information disclosed to Prospective Buyer and Co-Broker, and may bring an appropriate action to enforce such covenants.

10. The Prospective Buyer and Co-Broker acknowledge receiving a copy of this Agreement. This Agreement will be effective even if signed by facsimile and/or in counterparts. An electronic transmission of this Agreement and any signatures shall be considered for all purposes as originals.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicting laws or rules, and shall terminate two years from the date hereof, except as to any provision hereof which by its terms continues for a longer period.

12. This Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

13. This Agreement supersedes all prior confidentiality agreements between or among the parties hereto. It may not be modified, except by an instrument in writing signed by the parties hereto.

14. No failure or delay on the part of Seller or EWM in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above-written.

PROSPECTIVE BUYER:

CO-BROKER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Company Name: _____

Company Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acknowledged By ESSLINGER • WOOTEN • MAXWELL, INC.

By: _____

Date: _____

Print Name: _____