



Keller Williams at The Parks

KW Commercial
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BROKER-BUYER CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

This Broker-Buyer Confidentiality and Non-Circumvention Agreement (the "Agreement") is entered into by and between KW Commercial ("Broker") and Name: _____ and or his Affiliates and Associates ("Buyer") (hereinafter collectively "Party", and "Parties") as of the date last signed by the parties hereto.

RECITALS

WHEREAS, Broker is an agent for the undisclosed principal owner ("Owner") of a Mobile Home Park building (the "Property"); and

WHEREAS, Broker will disclose the identity of the Property and Owner in exchange for Buyer's execution of this Agreement, so that the Broker, Buyer, and Owner may negotiate the possible sale of assets and real estate comprising the Property (hereinafter, the "Sale"); and

WHEREAS, the Parties acknowledge that, in connection with the Sale, it may be necessary or desirable for Buyer to obtain confidential, competitively sensitive documents and other information from Broker, Owner, and their affiliates; which information shall include the fact of the discussions between Broker, Buyer, and Owner; and

NOW THEREFORE, in consideration of the recitals and terms contained herein and other good and valuable consideration, the parties agree as follows:

TERMS

1. Sharing of Information. Each party agrees as a condition to obtaining certain confidential, special and unique information regarding the Sale, specifically to include all information received by a respective Party prior to execution of this Agreement, which shall include, but not be limited to, accounting, financial, operational, clinical and other information concerning the business or businesses of any party (the "Information") (other than Information which has already or becomes publicly available) that they will use the Information obtained from the other party solely for the purposes of evaluating the Sale. The Parties further agree

- (i) that they will hold the Information provided to them in strictest confidence;
(ii) that they will not disclose the Information provided to them to any other person, except (a) accountants, agents, attorneys, officers, directors and employees of the Parties who need to know the disclosed Information to evaluate the Sale, or (b) other parties to the extent, and only to the extent, such disclosure is in furtherance of the business transaction proposed in connection with this Agreement; and
(iii) that they will limit access to such information within their own organizations to those persons with a need to know for the purpose of evaluating the proposed transactions.

All Information delivered pursuant to this agreement shall remain the property of the Party furnishing it. Buyer agrees that it will not contact or discuss the Sale in any manner with any of the Property's tenants or residents, or their respective agents or representatives.

2. Compliance by Agents. The Parties recognize that each of them is responsible for the compliance by its respective accountants, agents, attorneys, officers, directors and employees, and all of its affiliated entities, successors and assigns, with the terms of this Agreement.

3. Request for Disclosure. If a Party is requested to disclose any of the information provided by another Party (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand or other similar process), that Party shall promptly notify, in writing, the Party which provided the information, stating the information requested and the circumstances of the request, so that the Party which provided the information may seek an appropriate protective order or, in its sole discretion, waive this Agreement in connection with compliance with such request. The Party receiving the request shall consult with the Party that provided the requested information on the advisability of taking additional steps to resist or to narrow such request. If, in the opinion of the counsel to the party receiving the request, the Party receiving the request may be liable for contempt or other censure or penalty for a failure to disclose the requested information, that Party may disclose any requested information, but shall use its best efforts to obtain an order or other reliable assurance of the confidentiality of that requested Information to be disclosed and shall disclose only such Information as is required to be disclosed in the opinion of counsel.

4. Return of Material Containing Information. Upon termination of this Agreement or upon the written request of the Party which provided the information, the Party which received the Information and its respective accountants, agents, attorneys, officers, directors and employees will promptly return to the Party which provided the Information all written material containing the information without retaining any copy thereof. The delivery of the written material does not relieve the delivering Party of its obligation of confidentiality under this Agreement.

5. Termination of Agreement. This Agreement shall terminate upon the earlier of (i) closing of the Sale; (ii) seven days written notice to the other Party; or (iii) one year after the effective date hereof. The termination of this Agreement or discussions with respect to the Sale does not relieve any of the parties of its obligations under this Agreement. Each Party agrees that, in the event the Sale is not consummated, and upon a written request, it will return to the requesting Party all Information of that Party in its possession and specified in the request without retaining copies of all or any part of the Information. The delivery of the Information does not relieve the delivering person of its obligations hereunder.

6. Enforcement of Duties of Confidentiality. Each Party agrees that in the event a Party breaches any of the terms set forth in Paragraphs 1 through 5 of this Agreement, the non-breaching Party will be irreparably harmed and will not have an adequate remedy at law. Accordingly, each Party agrees that the non-breaching Party will be entitled to equitable relief, including but not limited to a permanent injunction, in addition to any other remedy available at law or equity for a breach of this Agreement.

7. Non-Circumvention. Buyer agrees that Broker is entitled to a minimum commission of 3% of the of the purchase price of the Property if Broker was the procuring cause of the sale. In the event, within two years after the effective date of this Agreement, the Sale is consummated between Buyer and Owner, or between any assignee, affiliate, parent or subsidiary corporation, employee, employer, relative, or associate, of Buyer or Owner, or by any other natural or corporate persons who learned of the Sale by or through the disclosure of Buyer or Owner, Broker shall be deemed the procuring cause of the consummated Sale. If Broker's commission is not paid at the closing of the Sale, Buyer agrees to pay the minimum commission to Broker. This Paragraph 7 shall survive the Termination of this Agreement.

Notwithstanding the foregoing, the amount of Broker's commission set forth in this Paragraph 7 may be superseded at any time by a written agreement, signed by Buyer and Broker, which sets forth a different amount of the commission.

8. Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Florida, and the exclusive venue for any litigation arising out of or related to this agreement shall be the courts having jurisdiction over Orange County, Florida.

9. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile or email counterpart of this Agreement and any signatures thereon shall be considered for all purposes as originals.

10. Co-Broke Commission. Parks Commercial Group LLC, as the Exclusive Listing Broker for this property, is NOT offering a Co-Broke Commission. Any commission or referral paid will be at the Listing Brokers/Agents Sole Discretion and with our prior express written consent.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date set forth below and hereby warrant that the persons whose signatures appear below have the authority to enter into this Agreement.

BUYER

BROKER

By: _____
For: _____
As its: _____
Date: _____

By: Mike Fry
For: Parks Commercial Group LLC
As its: Agent
Date: _____