

Cortez Plaza

CONFIDENTIALITY AGREEMENT

_____, 2022

Adam Feinstein
Mitchell Halpern
Mark Gilbert
Cushman & Wakefield
333 SE 2nd Avenue, Suite 3900
Miami, FL 33131

Re: Cortez Plaza, Bradenton, FL (the "Property")

This will serve to confirm our agreement concerning certain material, data and information, including, without limitation, an Offering Memorandum and other information located on an online Property Information Document Center (collectively, the "Evaluation Materials"), which you will make available to us for study in connection with a possible purchase by us of the Property.

You are prepared to furnish us with the Evaluation Materials in connection with discussions and negotiations concerning a possible transaction involving the Property upon the condition that we treat such Evaluation Materials confidentially and confirm certain representations to you. Therefore, as a prerequisite to your furnishing to us the Evaluation Materials, we hereby represent and agree as follows:

- 1) The Evaluation Materials furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal or principal advisor in the transaction, and not as a broker or agent for any other person. Therefore we agree to keep the Evaluation Materials strictly confidential; provided, however, that any such Evaluation Materials may be disclosed to our directors, officers or employees, as well as our counsel, accounting firms and financial institutions, who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such directors, officers, lawyers, financial institutions and accountants ("Permitted Parties") shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence.

We agree not to copy or duplicate the Evaluation Materials and to return the Evaluation Materials to you promptly if we decide to discontinue discussions or if requested by you. We agree that the owner of the Property ("Seller") and Cushman & Wakefield ("C&W") will have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, Seller or C&W will have the right, in addition to any other right Seller or C&W may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms.

- 2) In addition, we agree that we will not disclose and we will direct our representatives who are given access to the Evaluation Materials in accordance with the terms hereof, not to disclose to any person, the fact that the Evaluation Materials have been made available to us, that discussions or negotiations among us, Seller, and C&W are now taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition of the Property.
- 3) We agree that neither we, nor the Permitted Parties, will contact the Seller in connection with our reviewing the Evaluation Materials. Any and all questions related to our evaluations must be directed to C&W.

Although you have endeavored to include in the Evaluation Materials information which you believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither Seller nor C&W have made any representation or warranty to us as to the accuracy or completeness of the Evaluation Materials. We agree that the Seller and C&W shall not have any liability to us as a result of our use of the Evaluation Materials and it is understood that we are expected to perform and are responsible for such due diligence investigations and inspections of the Property, including investigation of any physical or environmental conditions, as we deem necessary or desirable and as permitted by agreement with Seller.

We also represent that no broker or agent represents us or will represent us in any possible transaction involving the Property unless we disclose representation in writing to C&W prior to the receipt of the Evaluation Material and further confirm in writing that we fully agree to compensate our broker and agent. Neither C&W nor the Seller is responsible for any compensation to be paid to our broker or agent.

IN WITNESS WHEREOF, the undersigned have executed this agreement to be effective the day and year first above written.

Prospective Purchasing Company
Name:

Contact Name:

Street Address and Suite Number:

City, State and Zip Code:

Phone Number:

Email Address:

Authorized Signatory for Company:
(Print Name)

Authorized Signatory for Company:
(Signature)
