

PROSPECTIVE PURCHASER'S AND BROKER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

PROPERTY: Woolbright Corporate Center I & II
LOCATION: 1901 & 1903 S. Congress Avenue, Boynton Beach, Florida 33426

PROSPECTIVE PURCHASER: _____

PROSPECTIVE PURCHASER'S BROKER: _____

Upon execution of this agreement, please return this document in its entirety to Stephanie Bernota via e-mail to sbernota@bergercommercial.com.

BERGER COMMERCIAL REALTY CORP ("BCRC") represents Owner as the exclusive agent for the potential sale of the Property. This Confidentiality and Non-Disclosure Agreement ("**Agreement**") will confirm the mutual understandings of Prospective Purchaser and any related entity, Prospective Purchaser Broker, BCRC, and Owner in connection with Prospective Purchaser and Prospective Purchaser's Broker's receipt and review of certain confidential information, including but not limited to, an offering memorandum, if any, documents, data, financial statements, reports, forecasts, projections, surveys, diagrams, records, engineering reports, and any other document or conversations regarding the Property (hereinafter collectively referred to as the "**Offering Materials**"). Owner and BCRC may make the Offering Materials available in written, electronic, or verbal form to Prospective Purchaser or Prospective Purchaser's Broker following receipt of this Agreement duly executed by Prospective Purchaser and Prospective Purchaser's Broker.

Now therefore, in consideration for any Offering Materials provided to Prospective Purchaser and Prospective Purchaser's Broker in exchange for compliance with the terms of the Agreement, the parties hereby agree to the following terms and conditions:

1. Ownership, Use and Return of Offering Materials. The Offering Materials are the property of BCRC or Owner and shall continue to be, as appropriate, the property of Owner or BCRC. The Offering Materials shall only be used by Prospective Purchaser and Prospective Purchaser's Broker solely for the purpose of evaluating the possible acquisition of the Property and not for any other purpose unrelated to the possible acquisition of the Property. The Offering Materials may not be copied or duplicated without Owner's or BCRC's prior written consent, and must be returned to BCRC immediately upon request (or, with BCRC's permission, destroyed by Prospective Purchaser and Prospective Purchaser's Broker with a letter stating that all Offering Materials have been destroyed) or when Prospective Purchaser declines to make an offer for the Property or terminates discussion or negotiations with respect to the Property.
2. Confidentiality of Offering Materials. Prospective Purchaser and Prospective Purchaser's Broker (hereinafter referred to collectively as "**Receiving Party**") acknowledge that the Offering Materials are confidential and proprietary information of Owner and BCRC. Receiving Party will not disclose or make any of the contents of the Offering Materials available to any person, including staff, tenants, owners or others of Property, without Owner or BCRC prior written consent. Receiving Party shall be solely liable for any violation of this provision and shall indemnify, defend, and hold BCRC and Owner harmless from and against any Claims (hereinafter defined) made in connection with the disclosure of Offering Materials to any person or entity other than the Receiving Party.
3. Prospective Purchaser, Prospective Purchaser's Broker, & Other Brokers. Prospective Purchaser acknowledges and agrees that Prospective Purchaser is a principal and not an agent of or acting on behalf of any other party in connection with the purchase of the Property. Prospective Purchaser acknowledges and agrees that Prospective Purchaser has not had any discussion regarding the Property with any broker or agent other than Prospective Purchaser's Broker as listed in this Agreement. Moreover, Prospective Purchaser shall indemnify, defend, and hold Owner and BCRC, as well as their respective officers, directors, partners, employees, agents, and any other affiliates, successors, and assigns harmless from and against any claims, causes of actions, damages, suits, demands, liabilities, fines, fees, costs and expenses (including but not limited to, court costs and attorneys' fees) of any kind, nature or character (collectively "**Claims**") related to the Property by any agents or brokers resulting from Prospective Purchaser's or Prospective Purchaser's Broker's actions or failures to act. In addition, Prospective Purchaser's Broker has been appointed by Prospective Purchaser as its representative with respect to

the purchase of the Property. Prospective Purchaser's Broker shall not be compensated by BCRC or the Owner. Furthermore, Prospective Purchaser's Broker will not look to Owner or BCRC for any brokerage commission, finder's fee, or any other compensation claimed in connection with the sale of the Property. Additionally, should the sale not be consummated for any reason, BCRC and owner do not owe a commission or any compensation to Prospective Purchaser or Prospective Purchaser's Broker.

4. Due Diligence. Receiving Party acknowledges and agrees that Owner and BCRC make no representation or warranty regarding the accuracy or completeness of the Offering Materials or the condition of the Property in any manner. Receiving Party acknowledges and agrees that neither BCRC nor Owner have independently verified the accuracy or completeness of any of the Offering Materials. Receiving Party further acknowledges and agrees that BCRC and Owner shall not have any liability for any reason resulting from the use of the Offering Materials by any person in connection with the sale of the Property, whether or not consummated for any reason. Receiving Party shall rely only on their own due diligence and investigation of the Property, including but not limited to any financial, title, environmental, structural, and physical qualities, tenants, leases, contracts, claims, or any other matters.
5. Withdrawal of Property and Termination. Receiving Party acknowledges and agrees that the Property has been offered for sale subject to withdrawal of the Property from the market at any time or rejection of any offer because of the terms thereof, or for any reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever. Owner also reserves the right to accept any preemptive bid or otherwise alter any previously announced procedures related to the marketing of the Property for sale.
6. Miscellaneous
 - a. Term. The terms and conditions of this Agreement shall remain in full force and effect for a period of two years from the date hereof, provided that all indemnification obligations which may arise hereunder shall survive such expiration date or any earlier termination of this Agreement. In addition, Prospective Purchaser and Prospective Purchaser's Representative acknowledge and agree that neither will contact Owner regarding any real property transaction or the sale of any interest related thereto for a period of two years without the prior written consent of BCRC.
 - b. Remedies. If the Receiving Party fails to comply with this Agreement then the Receiving Party may be liable to Owner and/or BCRC for such breach and Owner and/or BCRC shall be entitled to exercise any right, power, or remedy available at law or equity for such breach.
 - c. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised, or amended, except by an instrument in writing signed by the parties subsequent to the date of this Agreement. The parties have not made any other agreement or representation with respect to such matter.
 - e. Severability. If any term or provision of this Agreement is held to be void or unenforceable, such term or provision will be ineffective and separable from the remaining terms and provisions of this Agreement without invalidating the remaining terms or provisions of this Agreement. In lieu of any invalid or unenforceable provision, a valid and enforceable provision will automatically be added containing terms as similar as possible to the ineffective provision, and the parties will request that the court reform the ineffective provision in accordance with this section of the Agreement.

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ACKNOWLEDGED AND AGREED TO THIS _____ DAY OF _____, 2022

PROSPECTIVE PURCHASER:

COMPANY:
SIGNATURE:
NAME:
TITLE:
ADDRESS:
CITY, STATE, AND ZIP CODE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:

Agreed and acknowledged: _____, Prospective Purchaser, dated: _____

PROSPECTIVE PURCHASER'S BROKER:

COMPANY:
SIGNATURE:
NAME:
TITLE:
ADDRESS:
CITY, STATE, AND ZIP CODE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:

Agreed and acknowledged: _____, Prospective Broker, dated: _____

Agreed and acknowledged: _____, Berger Commercial Realty Corp, dated: _____