

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (the “Agreement”) is entered into and effective as of the ____ day of _____ 2018, by and between BlueGate Partners, LLC and its affiliates (collectively “Disclosing Party” or “BlueGate”), as agent for the owner (the “Owner”), and _____ its agents, affiliates, nominees, successors and assigns (“Recipient Party”).

WHEREAS, Disclosing Party has been retained as the exclusive agent of the Owner in connection with the marketing and potential sale of the following property:

- 1720 Harrison Street, a four-floor commercial condominium located at 1720 Harrison Street, Young Circle, Hollywood, Broward County, FL;

The Owner shall be third party beneficiaries of each of the provisions of this letter agreement.

WHEREAS, Recipient Party has requested certain information from Disclosing Party in connection with a possible transaction or relationship between Recipient Party and Disclosing Party; and

WHEREAS, Disclosing Party desires that such information it furnishes to Recipient Party including the Confidential Offering Memorandum remain its confidential and proprietary and/or trade secrets material ("Information").

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. The Information shall be reviewed by Recipient Party in accordance with the following conditions: (a) it shall keep the Information strictly confidential; (b) the Information shall not be used by it, directly or indirectly for any purpose, except as reasonably required to assess the acquisition of the Property; and (c) Recipient Party shall only disclose the Information to those of its directors, officers, auditors, attorneys, consultants, accountants, advisors, financial partners, investors and employees (collectively "Representatives") who need to know the Information for the purpose of the Recipient Party assessing the acquisition of the Property, and who are informed of and agree in writing to be bound by the Recipient Party's promises and obligations under this Agreement, with Owner being an express third party beneficiary of such agreements.
2. Notwithstanding any provision contained herein to the contrary, Information shall in no event include (a) materials that are or become generally available to the public other than by reason of Recipient Party's breach of this Agreement; (b) materials provided by another party not known by Recipient Party to be subject to an effective confidentiality agreement; and (c) materials independently developed by the Recipient Party which were not obtained, in whole or in part, from Disclosing Party.
3. Upon written request of Disclosing Party, Recipient Party shall immediately destroy or cause to be destroyed all copies of the Information disclosed to it or its Representatives or brokers by or on behalf of Disclosing Party or Recipient, as applicable.
4. Recipient Party shall not be prohibited from disclosing such portions of the Information as may be required pursuant to law, court order or regulation or legal or regulatory proceeding; provided, however, that Recipient Party, if legally permissible, shall give Disclosing Party written notice of such anticipated disclosure promptly after Recipient Party discovers the need therefore.

5. The terms and conditions of this Agreement shall terminate the earlier of consummation of the contemplated transaction or one year after the date hereof. Without Disclosing Party's prior written consent, Recipient Party shall not contact, and shall not authorize any other person or entity to contact the Owner or other person or entity obligated in the sale or the underlying collateral, or any other person or entity (including without limitation any accountant, attorney, appraiser, tenants, managing or leasing agent, environmental consultant or engineering consultant) whose name is obtained from the Confidential Information with respect to any, other than in the ordinary course of its business in matters unrelated to the Property.
6. This Agreement may not be amended or terminated in any manner prior to its expiration except by an instrument in writing executed by the parties, and approved by Owner. The term of this Agreement is one year.
7. Both parties agree that unless and until a definitive agreement with respect to the contemplated transaction has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever to enter into a transaction by virtue of this Agreement.
8. Recipient Party acknowledges that the Information may contain information that is current only through the dates indicated in such materials, that events subsequent to such date may impact the analysis, and that the Disclosing Party has not undertaken or promised to update the Information. Except as may otherwise be expressly provided in a definitive written purchase/sale agreement between the Recipient Party and Owner relating to the Property, the Disclosing Party and Owner make no representations or warranties (express or implied) whatsoever as to the accuracy, completeness, validity or adequacy of the Information, and Recipient Party hereby releases the Disclosing Party and Owner from any liability arising from Recipient Party's use or reliance upon the Information. Recipient Party indemnifies and holds the Disclosing Party and Owner harmless from any claims, liabilities, damages, or actions arising out of any claim in relation to the Information.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to Florida's choice of laws rules. Further that any action or claim arising from this Agreement shall be subject to a competent court of jurisdiction within the State of Florida, including its federal district court.
10. Recipient Party hereby expressly, knowingly and voluntarily waives, releases and absolutely and forever discharges absolutely and without limitation, any past, present, or future agent, attorney, legal representative, personal representative, predecessor in interest, affiliate, successor, assign, employee, shareholder, director, or officer of Disclosing Party from and against any and all liabilities, claims, demands, damages, actions and causes of action, whether accrued, or contingent, liquidated or unliquidated, known or unknown, or foreseen or unforeseen, that Recipient Party may ever have in connection with or arising out of the sale of the Property, the Information and/or this Agreement, and further agrees to indemnify and hold harmless Disclosing Party in the event of any such claims, demands, damages, actions and/or causes of action.

11. Recipient Party represents that it has requested the Information as a principal and not as a broker, sales agent, or in any other capacity. If Recipient Party desires any broker or agent representing it to receive Information or otherwise participate in any transaction Recipient Party must (i) indicate the broker/agent's name below, (ii) cause such broker/agent to execute the Broker/Agent Rider in the form attached hereto, and (iii) indemnify, defend and hold the Owner and BlueGate harmless against any and all claims and demands of such broker/agent in connection with any transaction Recipient Party may enter into with the Owner.
12. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect
13. This Agreement shall inure to the benefit of and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto, but shall not be assigned without the prior written consent of the parties hereto.

PLEASE REMIT ALL AGREEMENTS BY:

EMAIL: ccallaway@bluegatepartners.com
FAX: (561) 655.1745

HEREBY AGREED AND ACCEPTED:

On Behalf of Recipient Party

By

Name

Company

Address

City, St, Zip

Phone

Email

BROKER/AGENT RIDER TO CONFIDENTIALITY AGREEMENT

THIS BROKER/AGENT RIDER ("Rider") is made as of this _____ day of _____, 2016, by _____ ("Broker") in favor of BlueGate and the Owner [as such terms are defined in that certain confidentiality agreement of given date herewith to which this Rider is attached (the "Agreement")].

WITNESSETH:

The following terms and conditions are hereby incorporated into the Agreement:

1. **INCORPORATION BY REFERENCE.** This Rider is attached to and made a part of the Agreement. All capitalized terms not defined herein shall have the same meaning as ascribed in the Agreement. Owner shall be a third party beneficiary of all matters set forth in this Rider. Upon execution hereof by Disclosing Party, the term "Agreement" shall include this Rider.
2. **CONFIDENTIALITY AGREEMENT.** Broker is the sole agent/broker engaged by _____ ("Recipient Party") in connection with the Property described in the Agreement. Broker has been provided with a copy of the Agreement and has read and understands its obligations there under as a representative of the Recipient Party. Broker agrees to be bound by all of the terms of the Agreement as if it were an original signatory thereto.
3. **COMPENSATION DISCLOSURE.** Broker acknowledges that BlueGate is the exclusive agent for the Owner in connection with any Transaction with the Recipient Party, and that BlueGate will be compensated by the Owner. Broker further acknowledges that no co-brokerage commissions, referral fees or other compensation will be paid to Broker by either the Owner or BlueGate in connection with any transaction consummated between Recipient Party and the Owner. Any compensation to be paid to Broker in connection with a Transaction shall be paid by the Recipient Party and not by the Owner or BlueGate.

IN WITNESS WHEREOF, Recipient Party and Broker has executed this Rider the day and year first above written.

Signed and delivered in the presence of:

On Behalf of Recipient Party

By _____

 Name

 Company

 Address

 City, St, Zip

 Phone

 Email

Buyer's Broker

By _____

 Name

 Company

 Address

 City, St, Zip

 Phone

 Email
