



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made between **Tallahassee Plaza, LLC** ("Owner") and \_\_\_\_\_ ("Potential Purchaser") regarding the sale of **The Plaza Apartments at 982 West Brevard Street, located in Tallahassee, FL 32304** (the "Property").

The parties agree, in consideration of the covenants and agreements contained herein, as follows:

Information (the "Information") concerning the Property, which Information is highly confidential, is intended solely for the limited use of the hereinafter identified Potential Purchaser, and its successors, assigns, or affiliates, as approved by Owner, in considering its interest in purchasing the Property.

The Information does not purport to be all-inclusive or to contain all the information that a Potential Purchaser may desire. Owner does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Information or its contents.

By executing this Agreement, Potential Purchaser agrees that it will hold and treat the form and content of the information contained in the Information in the strictest of confidence; it will not disclose or permit anyone else to disclose the contents of the Information to any other person or entity without prior written authorization of the Owner; provided however, that the Information may be disclosed to Potential Purchaser's directors, officers or employees, as well as your legal counsel, accounting firms and financial institutions ("Acceptable Third Parties"), who need to know such information for the purpose of assisting Potential Purchaser with the possible purchase of the Property. Such Acceptable Third Parties shall be informed by Potential Purchaser of the confidential nature of such information and shall be directed by Potential Purchaser to treat such information with strict confidence. Potential Purchaser will not photocopy or duplicate the Information without prior written consent of the Owner; it shall not disclose or discuss the sale of the Property with any of the staff or tenants at the Property without the prior written consent of the Owner. The undersigned Potential Purchaser acknowledges that the Owner shall have no obligation to Potential Purchaser unless and until a written agreement containing all terms and conditions of the proposed sale is executed and delivered by Owner and by Potential Purchaser and in such event, Owner's only obligation to the Potential Purchaser will be as, and to the extent, if any, provided in such written agreement.

Owner expressly reserves the right, at its sole discretion, to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice. The Information shall not be deemed a representation of the state of affairs of the Property or constitute an indication that there has been no change in the business or affairs of the Property since the date of preparation of the Information.

If you do not wish to pursue, or you discontinue negotiations leading to the acquisition of the Property, you agree to return all Information to the Owner immediately upon request.

If Purchaser is a corporation, partnership, limited liability company, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity and Acceptable Third Parties who have need to know of the Information and who are specifically aware of the Agreement and agree to honor it.

This Agreement applies to all Information received from Owner now or in the future, which is not readily available to the general public. Purchaser understands that all Information is deemed to be a Trade Secret of the Owner and shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner. Owner may seek to enforce the terms of this Agreement by injunctive relief and does further reserve the right to seek damages as a result of the Potential Purchaser's breach of any provision of this agreement.



All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time or in any manner be used for any other purpose.

Purchaser shall not contact directly any persons concerning the Property other than Proctor & Long, LLC without Owner's written permission. Such persons include, without limitation, Owner's employees and tenants.

Purchaser assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Owner with respect to same.

In connection with any suit, action, or other proceeding, including arbitration or bankruptcy, arising out of or in any manner relating to this Agreement, the prevailing party, as determined by the court arbitrator, shall be entitled to recover reasonable attorneys' fees and disbursements (including disbursements that would not otherwise be taxable as costs in the preceding). All references in this Agreement to attorneys' fees shall be deemed to include all legal assistants' and paralegals' fees and shall include all fees incurred through all post-judgment and appellate levels and in connection with arbitration and bankruptcy proceedings.

As a condition of providing the Information for consideration in connection with a purchase of the Property, **the Potential Purchaser's Broker** (\_\_\_\_\_) shall agree to be bound by this Confidentiality Agreement.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

Acknowledged and agreed this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Potential Purchaser/Entity (Print Name)

\_\_\_\_\_  
Authorized Signatory for Purchaser/Entity (Signature)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Authorized Signatory (Print Name)

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Authorized Signatory Title (Print Title)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

JOINDER BY CO-BROKER

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date