



## BUYER CONFIDENTIALITY AGREEMENT AND REQUEST FOR INFORMATIONAL MATERIALS

This is a Request for Informational Materials that have been prepared regarding the sale of the **South Florida Industrial Building** (hereafter referred to as “Property”) and are intended solely for \_\_\_\_\_ (“Prospective Purchaser”) and its limited use in considering its interest to purchase the Property.

The Owner and Fitzgerald Group Commercial Real Estate, the Exclusive Listing Broker for the Owner, have prepared the Informational Materials, which contain certain confidential information relative to the business and affairs of the Property, as well as other information that may be pertinent to the sale of the Property or specific information requested by Prospective Purchaser. The Information Materials do not purport to be all-inclusive or to contain all the information that a prospective purchaser may desire. Neither the Owner nor Fitzgerald Group Commercial Real Estate, make any representations or warranties, expressed or implied, as to the accuracy or completeness of the Informational Materials nor their contents nor is legal liability assumed or justified with respect thereto.

By executing this Agreement, Prospective Purchaser agrees that: it will hold and treat the information contained in the Informational Materials in the strictest of confidence: it will not disclose or permit anyone else to disclose the contents of the Informational Materials to any other entity without prior written authorization of Fitzgerald Group Commercial Real Estate, it will not permit the Informational Materials or its contents to be used in any fashion or manner detrimental to the interest of the Owner; it will not photocopy or duplicate the Informational Materials without prior written consent of Fitzgerald Group Commercial Real Estate, 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 Fitzgerald Group Commercial Real Estate; it will indemnify, defend and hold harmless the Owner and Fitzgerald Group Commercial Real Estate from all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to any claim made by any broker other than Fitzgerald Group Commercial Real Estate; it acknowledges that Fitzgerald Group Commercial Real Estate is representing the Owner and only Fitzgerald Group Commercial Real Estate shall receive compensation from the Owner unless this Agreement is accompanied by the Cooperating Broker Confidentiality and Registration Agreement at the same time.

For twelve (12) months after the effective date of this Agreement, the Receiving Party and its officers and directors, separately and individually, will not make any effort to circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to indirectly gain the benefits of the Confidential Information, including but not limited to contracting directly with any customer of the other party which Disclosing Party has identified as having access to the Confidential Information.

The undersigned Prospective Purchaser acknowledges that the Owner shall have no obligation to Prospective Purchaser unless and until a written agreement embodying all the terms and conditions of the proposed sale is executed and delivered by Owner and by Prospective Purchaser and in such event, Owner only obligation to the Prospective Purchaser will be as, and to the extent, if any, provided in such written agreement.



The 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 Informational Materials 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 the preparation of the Informational Materials.

**Prospective Purchaser also agrees that if they choose not to pursue or discontinue negotiations leading to the purchase of the Property, they agree to return all Informational Materials to Fitzgerald Group Commercial Real Estate immediately.**

ACKNOWLEDGED AND AGREED ON: \_\_\_\_\_  
Date

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

\_\_\_\_\_  
Authorized Signature for Purchaser/Entity

E Mail Address: \_\_\_\_\_

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

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

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

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

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

**RETURN TO:** **Adam P. Von Romer, CCIM**  
Senior Investment Associate  
Fitzgerald Group Commercial Real Estate  
1800 Eller Dr., Suite 212  
Ft Lauderdale, Florida 33316  
Tel.: (954) 760-9300  
Fax: (954) 760-9310  
avonromer@ccim.net

DATE RECEIVED Fitzgerald Group Commercial Real Estate \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_