Simply Marinas

4000 Ponce De Leon Blvd, Suite 479 Coral Gables, FL 33146

ash1@simplymarinas.com 305-439-9581

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT
Confidential Miami River Marine/Commercial/Retail/Warehouse Site
and Prime Real Estate- Marina ID #: SM159

This will govern the treatment of information to be provided to the undersigned below ("Prospect ") in connection with an investigation for purchase or lease of **the Confidential Miami River Marine/Commercial/Retail/Warehouse Site and Prime Real Estate- Marina ID #: SM159** (the "Property"), presented by Simply Marinas ("BROKER").

The undersigned below, agree to the following:

Prospect desires to participate in discussions regarding the Property. During these discussions, Property Owner "Owner" and Broker may share certain proprietary, confidential information with the Buyer.

Therefore, the undersigned Prospect, below, agrees to the following:

For purposes of this Agreement, 'Confidential Information' means not to disclose that the Property is for sale/lese, and includes any data or information that is proprietary to the Owner and not generally known to the public, that should reasonably be recognized as Owners's confidential information including, but not limited to financial information, financial projections and sales estimates, present or future business activities, and plans or products or services. Confidential information shall be used solely in connection with consummation of the sale or lease of Owner's Property to Prospective Purchaser or Tenant. and may be disclosed to the Potential Prospect's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase or lease of the Property; such Representatives shall be informed of the confidential nature of such information, shall be directed to treat such information with strict confidence and shall agree to be bound by the provisions of this agreement. The Potential Prospect is liable for any Representative's breach of this agreement.

All Informational Materials pertaining to the Property, which may be furnished to the undersigned by BROKER, shall continue to be the property of the Owner and Broker. The Informational Materials will be used solely for the purpose of the Prospect's investigation of the Property and may not be copied or duplicated, or shared without BROKER's written consent and must be returned to BROKER immediately upon BROKER's request or when the Prospect terminates negotiations with respect to the Property. Neither the enclosed materials nor any information contained herein is to be used for any other purpose or made available to any other person without the express written consent of Owner.

BROKER and the Owner do not make any representations or warranties as to the accuracy or completeness of the information or materials provided. The information used in the preparation of these materials was furnished to BROKER by others and has not been independently verified by BROKER and is not guaranteed as to completeness or accuracy. Neither BROKER nor Owner shall have any liability whatsoever for the accuracy or completeness of the information contained herein or any other written or oral communication or information transmitted or made available or for any action taken or decision made by the recipient with respect to the Property. Interested parties are to make their own investigations, projections, and conclusions without reliance upon the material contained herein.

The undersigned shall not-communicate, directly or indirectly, with the Owner, its management, representatives, staff or employees except through as authorized by BROKER. All negotiations regarding the Marina shall be initiated exclusively through BROKER. All showings shall be by appointment only, and all appointments shall be coordinated by and exclusively through BROKER. All offers are to be made through BROKER.

The Property has been offered for sale subject to withdrawal from the market, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Prospective Purchaser, or tenant, or fo~~r any other reason w~~hatsoever, without notice. Owner or BROKER shall have no commitment or obligation to any interested party to provide confidential information until, if the Owner so chooses, that the Prospect has been pre-qualified by BROKER and the Prospect has submitted an acceptable offer.

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

Confidential SE FL Boatyard and Prime Real Estate- Marina ID #: SM159

This agreement terminates in two (2) years from the date hereof except as to written claims by Owner and BROKER against the undersigned. The Owner and BROKER shall remain to be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement beyond the two-year termination period.

If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs so incurred.

The undersigned shall indemnify, defend, and hold BROKER and Owner and each of their representatives, principals, employees, agents, successors, assigns, and affiliated entities, harmless from and against any and all losses, damages, liabilities, costs and expenses (including, without limitation, attorney's fees and costs) arising as a result of any breach of any of the terms of this Agreement.

If in agreement with the foregoing, please sign this Agreement and return one signed copy to BROKER: Fax: 888-456-3068 or email to: ash1@simplymarinas.com

ACKNOWLEDGED AND AGREED TO BY:

(All information below must be completed fully and legibly)

Prospect's Name (Print Clearly):

Prospect's Signature:_____ Date:

Company:

Address: