

Confidential Florida Marine Business and Prime Real Estate- Marina ID: SM158

This will govern the treatment of information to be provided to the undersigned below ("Prospective Purchaser") in connection with an investigation of Confidential Florida Marine Business and Prime Real Estate – Marina ID: SM158, (The "Property"), presented by Simply Marinas.

The undersigned below, agree to the following:

All Informational Materials pertaining to the Property, which may be furnished to the undersigned by BROKER, shall continue to be the property of the Seller and BROKER. The Informational Materials will be used solely for the purpose of the "Prospective Purchaser" 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 Prospective Purchaser 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 Seller. If the undersigned Prospective Purchaser does not within 60 days of the signing of this document, proceed with the acquisition of the Marina, Prospective Purchaser must destroy and/or return to Broker all notes and all copies of informational material pertaining to the Property; provided, however, that this provision shall not apply to the extent that: (i) the Prospective Purchaser is required to retain any such Informational Materials by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory, regulatory body or practice governing professionals or by any bona fide written document retention policy; or (ii) the Informational Material has been stored or archived as part of a routine back-up procedure or disaster recovery system; provided, in both such cases, that the Informational Material shall be used solely for such compliance purposes and for no other purpose and shall remain subject to the confidentiality undertakings provided for in this Agreement.

BROKER and the Seller 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 Seller 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 Seller, its management, representatives, staff or employees except through 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 undersigned further agree not to circumvent or interfere with BROKER's contract with Seller / Landlord in any way.

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 for any other reason whatsoever, without notice. Seller or BROKER shall have no commitment or obligation to any interested party to provide confidential information until, if the Seller so chooses, that the Prospective Purchaser has been prequalified by BROKER.

This agreement terminates in one (1) year from the date hereof except as to written claims by

Seller and BROKER against the undersigned. The Seller 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 one 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.

By executing this Agreement, you represent that no outside broker is representing you in this transaction and that you are working with BROKER with the understanding that BROKER is representing the Seller in facilitating the transaction.

The undersigned shall indemnify, defend, and hold BROKER and Seller 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 BY: (All information below must be completed fully and legibly)

Prospective Purchaser's Name (Print Clearly):

Prospective Purchaser's Signature: _____ Date: _____

Company _____

Title _____

Address: _____

Phone: _____

Email: _____