

**CONFIDENTIALITY AGREEMENT  
PRINCIPALS ONLY \***

**NET LEASE INVESTMENT OPPORTUNITY**  
3698 NW 15<sup>TH</sup> STREET  
LAUDERHILL, FLORIDA

**Please execute and return by fax or email to:**  
Brad Capas | CapasGroup Realty Advisors  
brad.capas@capasgroup.com  
fax (954) 320-6138

CapasGroup Realty Advisors ("Broker") has been retained as exclusive marketing agent by Flamingo Properties Corp. ("Owner") with respect to the referenced property (the "Property"). Broker has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). Upon Broker's receipt of this executed agreement, Broker is prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions:

1. Potential Purchaser represents it is acting in the capacity of a principal buyer and not that of a Broker of any kind. Potential Purchaser further represents it has not engaged any Broker, finder or other agent with respect to a contemplated transaction involving the Property. Potential Purchaser indemnifies Owner and Broker and holds them harmless against all liability, loss, cost, damage and expense (including attorney fees and court costs) which Owner or Broker shall ever suffer or incur because of any claim by any third party broker, finder or other agent (collectively "Buyer Agent") whether or not meritorious for any fee, commission or other compensation with respect hereto resulting from acts of Potential Purchaser, unless Potential Purchaser, Buyer Agent and Broker have executed a separate commission agreement. Potential Purchaser hereby waives the right to make any claim against Owner or Broker for a commission or any other compensation with respect to a transaction involving the Property. The terms of this provision shall survive the termination of this agreement.
2. All Informational Materials pertaining to the Property, which may be furnished to Potential Purchaser 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 Potential Purchaser and may not be copied or duplicated without Broker's written consent and must be returned to Broker or destroyed immediately upon Broker's request or when the Potential Purchaser terminates negotiations with respect to the Property.
3. The Informational Materials may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property.
4. The Potential Purchaser understands and acknowledges that Broker and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that Owner and Broker waive liability with respect to same. The information used in the preparation of the Informational Materials was furnished to Broker by others and has not been independently verified by Owner or Broker and is not guaranteed as to completeness or accuracy.
5. The Potential Purchaser hereby indemnifies and holds harmless Broker and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this agreement including, without limitation, claims for brokerage commissions or other fees from any agent representing Potential Purchaser.
6. The Potential Purchaser acknowledges that 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. The Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion, or national origin. This agreement terminates one (1) year from the date hereof except as to written claims by Owner or Broker against Potential Purchaser prior thereto.
7. Broker is authorized to communicate with Prospective Purchaser via email which, in addition to correspondence related to Property, may include new listing information and market reports distributed via email by broker.
8. **Potential Purchaser agrees that it shall not enter or drive upon the property at any time unless escorted by Broker or other authorized representative of owner. Potential Purchaser acknowledges that tenant operates a school on the property and due to the presence of children, any unauthorized entry upon the property will be considered trespass and subject to legal prosecution.**

Please return a **signed** copy of this agreement by email or fax to:

**brad.capas@capasgroup.com**  
**(954) 320-6138 fax**

**Accepted and Agreed:**

Signature:\* \_\_\_\_\_ Date: \_\_\_\_\_

Print Name:\* \_\_\_\_\_

Title: \_\_\_\_\_

Company:\* \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

\* ("Potential Purchaser")

