

A wide-angle photograph of a paved street in a mobile home park. The street is lined with large, mature trees that cast shadows on the pavement. On either side of the street are mobile homes. Some have porches, and there are cars parked along the sides. The scene is bright and sunny.

LAKE WEIR PINES MOBILE HOME PARK

Recently Renovated 26-Unit Mobile Home Park in the Heart
of Central Florida, Close to Essential Amenities and Local
Attractions

14455 E Hwy 25, Ocklawaha, FL 32179

NAI Outdoor Hospitality
Brokers

NAI Realvest®

Stian Funk

ASSOCIATE BROKER

sfunk@realvest.com

D. 407 949 0747

M. 407 875 9989

FL License #: SL3513566

Maria Piper

BROKER

mariapiper@naiohb.com

O. 970 409 4539

C. 303 912 3056

CO License #: FA. 100097795

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PRINCIPAL & BROKER CONFIDENTIALITY NON-CIRCUMVENT AGREEMENT

Re: Lake Weir Pines Mobile Home Park, 14455 E Hwy 25, Ocklawaha, FL 32179

NAI Outdoor Hospitality Brokers (“NAI OHB”) is assisting in the marketing and sale of the above-referenced real estate asset (the “Property”). Upon execution of this Confidentiality Agreement (the “Agreement”), materials will be provided to you (the “Principal”), solely for your use in determining whether you have an interest in acquiring the Property.

By signing below, you represent and agree as follows:

1. Any written materials or oral communications relating to the Property (collectively, the “Evaluation Materials”) that are or may in the future be furnished to Principal by NAI OHB or Owner, or any agent or representative thereof, will be kept confidential as set forth herein.

2. You agree that the Evaluation Materials will not be used other than in furtherance of the purposes described above, and that the Evaluation Materials will be kept confidential and will not be disclosed except to those persons, agents, representatives or employees of Principal who have a need to know such information and who are advised of the confidential nature thereof, or as otherwise required by law. The term, “Evaluation Materials,” as used herein, does not include any information, which is generally available to the public through independent sources.

3. You agree you will not disclose to third parties the substance of any discussions or negotiations which might occur concerning the Property, the result of any investigation relating to the Property, or the terms, conditions, or other aspects of any proposed transaction involving the Property. You further agree that you will not reproduce the Evaluation Materials in whole or in part and will not distribute all or any portion of such Evaluation Materials to any other person or entity, other than as set forth above. Upon request by Owner or NAI OHB, you agree to return to NAI OHB all Evaluation Materials furnished to you without retaining copies of all or any part thereof. You agree to indemnify, defend and hold Owner and NAI OHB harmless from and against any and all losses, costs, damages or expenses, including reasonable attorney’s fee, directly sustained or incurred by either Owner or NAI OHB by reason of any unauthorized distribution or disclosure of the Evaluation Materials by you or any of your directors, officers, employees, partners, agents, representatives or advisors.

4. The evaluation materials contain selected information pertaining to the Property and do not purport to contain all of the information that a prospective purchaser may desire. Interested parties should conduct their own investigation and analysis. Although every effort has been made to provide accurate and complete information, neither Owner nor NAI OHB makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Materials or their contents.

5. You hereby acknowledge that neither Owner, NAI OHB, nor any persons acting on their behalf, have made any representation or warranty as to the accuracy or completeness of the Evaluation Materials, nor the suitability of the information contained therein for any purpose whatsoever. The Evaluation Materials are subject to, correction of errors and omissions, addition or deletion of terms, change of price or terms, withdrawal from market without notice, and prior sale. You agree that neither Owner, NAI OHB, nor any persons acting on their behalf, shall have any liability to you resulting from the delivery to you, or use by you, of the Evaluation Materials.

6. **You agree that you will not go on the subject property site, contact the tenants or property management staff of the Property in connection with your review of the Evaluation Materials.** Any and all questions relating to the Evaluation Materials or the Properties must be directed solely to NAI OHB as Broker.

7. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Confidentiality Agreement may be amended only by a written agreement signed by both parties.

8. You agree to work solely through Jesse Pine & Bob Kaplan as Agents of Brokerage firm NAI Global & NAI OHB in a pursuit of the purchase and will not contract owner or its representatives or any staff directly.

The Owner reserves the right, in its sole discretion, to withdraw its offer to sell **Lake Weir Pines Mobile Home Park, 14455 E Hwy 25, Ocklawaha, FL 32179** and/or have the Proprietary Information returned to it at any time.

Notwithstanding anything to the contrary set forth herein, this Confidentiality Non-Circumvent Agreement shall remain in full force and effect until the earlier of (1) **twelve (12) months** from the date hereof, and (b) the sale, if any, of the asset to you or your subsidiary.

Principal represents and warrants that it is authorized to sign this Agreement on behalf of the entity set forth below. Please acknowledge your agreement to and acceptance of the foregoing terms by signing this Confidentiality Agreement where indicated below, and returning same to NAI OHB at your earliest convenience. Upon receipt by NAI OHB of this signed agreement, the Evaluation Materials will be delivered to you.

During the term of the Agreement, Principal agrees that it shall not seek nor use any information obtained from, or meet with, discuss, correspond or otherwise communicate, directly or indirectly, through it, its officers, directors, employees, attorneys, agents and/or representative or otherwise (collectively, "Principal Representatives"), with any governmental authority or agency, or any party with whom Owner has a contractual or other business relationship, including but not limited to any lender, other third party, or any consultants, representatives, agents, or employees of Owner (collectively, the "Owner Relationships") concerning said property or any possible transaction relating to Subject Property or Owner, without the prior written approval of Owner. Principal and/or Principal Representatives shall not circumvent and/or interfere in any way Owner and/or Owner's affiliates and their respective officers, directors, employees, agents, representatives ("Owner Representatives"), and/or Owner Relationships. Any information obtained or learned by Principal or Principal Representatives from any Owner Representatives and/or Owner Relationships shall be deemed confidential information for the purposes of this Agreement.

This Agreement contains the entire agreement and understanding concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. No other party, nor any agent or attorney of any such party, has made any promise, representation or warranty whatever, express or implied, not contained in this Agreement, to induce Principal to execute this Agreement. Principal further acknowledges that it and/or he and/or she are not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement.

By signing below, you hereby agree to be bound by the terms of the above confidentiality agreement.

Signature: _____

Print Name: _____

Company: _____

Phone : _____

Email : _____

Date: _____

Bob Kaplan

bobkaplan@naiohb.com

NAI Outdoor Hospitality Brokers

Direct +1 (520) 271 2304

www.naiohb.com

Maria Piper

mariapiper@naiohb.com

NAI Outdoor Hospitality Brokers

Direct +1 (303) 912 3056

www.naiohb.com