



CONFIDENTIALITY AGREEMENT AND AGENCY DISCLOSURE

For Signature by Broker (if any) and Prospective Purchaser Representing Principal

Thank you for your continued interest in **2546 Franklin Street. – Fort Myers, FL 33901** (the Subject Asset) a certain property which Mayhugh Commercial Advisors is marketing on behalf of its client, **Mary E Lagonda** (the "Owner").

Pursuant to your request, and in order to allow you to carefully evaluate any proposed transaction, you have requested from us and we are prepared to give to you certain proprietary and confidential information concerning the Property. It is herein disclosed and acknowledged that we have advised you, and you acknowledge that any unauthorized disclosure of such information or your interest in purchasing the Property to employees of the Owner or members of the public would have seriously damaging consequences to Mayhugh Commercial Advisors and our client. With these considerations in mind, you have agreed that you will not copy or disclose to anyone any of the confidential information provided to you or the contents of such material, in whole or in part, nor will you disclose your interest in purchasing the Property to any employee of the Owner or any other member of the public without the prior written consent of Mayhugh Commercial Advisors and the Owner.

You also acknowledge that remedies at law may be inadequate to protect our client against a breach or threatened breach of this agreement and that, accordingly, in addition to any other remedy to which the client may be entitled by law or in equity, you agree that our client shall be entitled to an injunction to prevent any breach of this agreement by you or your representatives without proof of actual damages. If any legal proceeding is brought to enforce this agreement, the prevailing party shall be entitled to recover its attorney's fees, costs and expenses.

Neither Mayhugh Commercial Advisors nor the Owner makes any representation or warranty as to the accuracy of the information to be provided to you. You must complete your own investigation and analysis of the Property. You further agree to waive and release Mayhugh Commercial Advisors and the Owner from any claims based on or arising out of the information provided to you. In the event the buyer is represented by a licensed real estate broker, the broker's compensation shall equal to **two and a half percent (2.5%)** of the sale price, which fee will be paid at and upon a successful closing.

This Agreement shall be governed by the laws of the State of Florida. There shall be no changes or revisions to this agreement.

Upon written request from the Owner or Mayhugh Commercial Advisors, you will return the confidential information and any copies of any part of it, including extracts from it.

Buyer's Broker Company Name: _____ Principal Company Name: _____

Buyer's Sales Associate Full Legal Name: _____ Principal Associate Full Legal Name: _____

Phone Number: _____ Phone Number: _____

Address: _____ Address: _____

Email: _____ Email: _____

Signature _____ Date: ____/____/____ Signature _____ Date: ____/____/____