Confidentiality Agreement & Buyer/ Co-Broker Registration

Property: 2890 Providence Lakes Blvd, Brandon, FL 33511

Contact: Steve Tanner: 407.440.6652, steve.tanner@avisonyoung.com, Ray Hayhurst: 407.440.6642, ray.hayhurst@avisonyoung.com

This Confidentiality Agreement is entered into between Avison Young - Florida, LLC (AY) and the Undersigned.

Please be advised that AY is willing to make available to you ("Recipient") certain information in connection with the proposed sale of Brandon LA Fitness Center located at 2890 Providence Lakes Blvd, Brandon, FL 33511 (Property). As a condition to the receipt of such information, you agree to treat confidentially any information furnished to you by AY or Seller regarding Property, together with analyses, compilations, studies or other documents; or records prepared by you or your directors, officers, employees, agents, attorneys, advisors or representatives and financing sources "Representatives" of yours, to the extent that such analyses, compilations, studies or documents are generated from such information (collectively, "Material")

You hereby agree that the Material shall be used solely for the purposes of your evaluating the proposed purchase of the Property by you and your firm, and that such Material shall be kept confidential by you and your Representatives. You and your Representatives shall not allow any portion of the Materials to be distributed to anyone outside of your organization without prior written approval from AY or Seller.

You shall promptly upon the request of AY or Seller deliver to the Seller all documents furnished by AY or its agents to you or your Representatives constituting Material, without retaining any copy thereof. Notwithstanding the return of any Material, you shall continue to be bound by your obligation of confidentiality and your other obligations hereunder.

You hereby agree not to speak with any of the tenants with regards to the property being offered for sale, or discuss their business operations without the written consent of AY or Seller.

Although Seller and its agents have endeavored to include in the Material information known to them which they believe to be relevant for the purpose of your evaluations, you understand that neither AY no Seller makes any representation or warranty as to the accuracy or completeness of any of the Material or any portion thereof. You agree that neither AY nor Seller nor any of their respective officers, directors, employees, agents, attorneys, advisors, or representatives shall have any liability to you or any of your Representatives resulting from the use of the Material by you or your Representatives.

It is agreed that, the undersigned is acting as a principal and has had no dealings, negotiations, or consultations involving the Property with any broker other than AY and the co-broker listed below. Co-Broker acknowledges that there is a one-half percent (0.5%) brokerage commission that will be paid to the cooperating broker who is acting as the buyer's Agent. The Co-Broker/Recipient's Agent/Broker agrees to abide by all of the provisions outlined in this Agreement.

It is agreed that money damages would not be sufficient remedy for any breach of this Agreement and that the Seller shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement buy shall be in addition to all other remedies available by law or in equity to the Seller. You expressly agree that the Seller is a third-party beneficiary hereunder and all of the terms and conditions herein shall inure to the benefit of the Seller.

ACKNOWLEDGEMENT BY PRINCIPAL/RECIPIENT'S BROKER/CO-BROKER
We have read and understood the foregoing and accept and agree to all terms herein this day of_____2016

Prospective Purchaser:	**Co-Broker:**
Print Name:	Name/Date:
Signature:	Signature
Company:	Company
Address:	Address:
Telephone:	Telephone:
E-mail:	E-mail: