Richard Harris & Associates, Inc.

Expert Real Estate Services

Confidentiality and Non-Disclosure Agreement

The undersigned Principal **("Principal")** and Principal's Broker/Agent **("Principal's Broker")** and ***RICHARD HARRIS & ASSOCIATES, INC.*** **("Listing Broker")** agree to the following terms regarding the real property and/or business opportunity (**"Property"**), described as: **Osprey Avenue Medical Center, located at 1425 S. Osprey Avenue, Sarasota, Florida 34239.**

1. Confidentiality. Principal and **Principal's Broker** acknowledge that all information and materials provided by **Listing Broker** regarding the above-referenced Property are confidential and may not be used for any purpose other than evaluation. **Principal's and Principal's Broker's** dissemination of any information and materials provided by **Listing Broker** will be limited to attorneys, accountants, banking representatives, and business advisors directly involved with the above-referenced Property. In the event the transaction is not successful, **Principal** and **Principal's Broker** shall immediately return any information and materials provided by **Listing Broker** and/or delete them from digital records**.**

2. Non-Disclosure. Principal and **Principal's Broker** agree not to disclose to any other person the fact that any discussions or negotiations are taking place with regard to the Property, the actual or potential terms, conditions, or facts involved in any such discussions or negotiations.

3. Non-Circumvention. Principal and **Principal's Broker** agree not to contact the Property Owner, Landlord, Tenants, Employees, or Customers and any and all communications relating to this property and/or offering will be made through **Listing Broker. Principal** and **Principal's Broker** further agree not to circumvent or interfere with **Listing Broker's** contract with Owner/Landlord in any way.

4. Verification of Data. No representation is made by **Listing Broker** or the **Owner** as to the accuracy or completeness of the information and materials provided. **Principal** and **Principal's Broker** agree to thoroughly review and independently verify the information and materials provided. The **Listing Broker** is not responsible for any errors, omissions, changes, withdrawal or providing notice of prior sale of the **Property**. **Listing Broker** advises **Principal** and **Principal's Broker** to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters relating to the **Property** and any transaction contemplated.

5. Disputes. This agreement will be construed in accordance with the laws of the State of Florida. The **Listing Broker** and the **Property Owner** and/or **Business Owner** will be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. In any litigation arising out of this agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

6. Owner's Right for Offers. This is not neither an offer nor an agreement to sell the Property. The Owner expressly reserves the right, in its sole discretion, to accept or reject any and all offers for the Property and to terminate any discussions with any **Principal** or **Principal's Broker** without prior notice. ***Please return a signed copy of this Agreement to the Listing Broker via E-mail listed below to receive information for this offering.***

ACCEPTED AND AGREED:

_____

PRINT PRINCIPAL NAME / TITLE / COMPANY **SIGNATURE** **DATE**

_____

Company **Phone** **E-Mail**

_____

PRINT PRINCIPAL'S BROKER / AGENT NAME / LICENSE NO. **SIGNATURE** **DATE**

_____

Company **Phone** **E-Mail**

LISTING BROKER: **Richard Harris & Associates, Inc.**
Richard L. Harris, President (727) 480-4988 (Cell) E-MAIL: rharris@rharealestate.com

3060 Alternate 19 North, Suite B-20, Palm Harbor, FL 34683 ♦ (727) 726-3100
www.RHArealestate.com