

Only serious participants and eligible lenders authorized by Target Commercial Real Estate, LLC are permitted to accept the terms of this Confidentiality Agreement. Access and use of information for any other purpose is strictly prohibited.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("**Agreement**") is entered into by and among Target Commercial Real Estate, LLC. ("**Target**"), the owner of the confidential information ("**Seller**"), and the party seeking to access such information ("**You**", "**Your**"), and is effective on the date accepted the information transmitted to You.

A. "Target" provides marketing services to Seller as to certain of Seller's real property and in connection therewith makes available to You Confidential Information (as defined below) related to the Property;

B. You desire to gain access to the Confidential Information for a Property in connection with a possible purchase or desire to extend commercial financing for such Property (the "**Transaction**"), and "Target" and Seller are willing to provide access to You, provided You agree as follows:

1. Confidential Information. "**Confidential Information**" shall mean any and all information provided orally, in writing, or by any other media, to You or Your Representatives (as defined below) in connection with the Property, including, but not limited to, Property information, tenant information, leasing information, marketing data and plans, financial information, title reports, appraisal reports, environmental information and any intellectual property therein or related thereto. This Agreement pertains to all Confidential Information regarding the Property provided by "Target" or Seller to You, whether provided before or after the date of this Agreement.

2. Limitations on Use. Confidential Information is proprietary, secret, and/or confidential. You agree to use Confidential Information solely for evaluating the feasibility of purchasing a Property or offering commercial financing on a Property and not for any other purpose. Access to Confidential Information for any other purpose other than as authorized by this Agreement is prohibited, and may cause irreparable harm and damage to "Target" and Seller. The Confidential Information may not be relied on by You or any third party for any other purpose, including, but not limited to, securing financing necessary to purchase the Property. You agree that You do not acquire any title, ownership, or other intellectual property right or license in or to the Confidential Information under this Agreement. Neither You, nor any of Your agents or Representatives, shall communicate with any third party preparer of the Confidential Information or any other person whose name is obtained from the Confidential Information, without prior written consent of both "Target" and Seller.

3. Limitations on Disclosure. You shall not publish or disclose Confidential Information to any third party without the prior written consent of "Target" and Seller, and only after requiring any such third party to treat all Confidential Information confidential and having a written confidentiality agreement in place with such third parties. However, You may disclose Confidential Information on a need to know basis to evaluate the Transaction to Your (i) employees, officers, agents, directors, members or managers, or (ii) attorneys, accountants, financial advisors, partners, and other consultants (collectively (i) and (ii), the "**Representatives**"). You shall advise Your Representatives of their duties under this Agreement before disclosing Confidential Information to them. Should You or any Representative breach the terms of this Agreement, You and the Representatives shall be jointly and severally liable for such breach.

4. Maintenance/Destruction. Confidential Information shall be kept and maintained in a safe and secure place with commercially reasonable safeguards to insure that unauthorized persons do not have access to the Confidential Information. You agree to promptly notify "Target" and Seller of any actual or suspected misuse, unauthorized disclosure, or security breach of or affecting Confidentiality Information in violation of this Agreement. At any time during or after the term of this Agreement, and at "Target"'s or Seller's request, You and Your Representatives shall cease all use of Confidential Information.

5. Communication with Third Parties. Other than part of your ordinary course of business unrelated to the Transaction, You shall not, and shall not authorize any other person or entity, to communicate with any borrower, guarantor, any third party preparer of the Confidential Information or other obligor with respect to any Property in connection with the Transaction, with the accountants or attorneys of any such obligor,

or any person or party, including any appraiser, tenant, managing or leasing agent, environmental consultant or engineering consultant, connected with, related to, or whose name is obtained from the Confidential Information in connection with the Transaction, without prior written consent of "Target" and Seller, which consent may be withheld for any reason or no reason in the sole discretion of "Target" and Seller.

6. Required Disclosure. No liability shall arise under this Agreement because of Your disclosure of Confidential Information pursuant to judicial or governmental order, provided You promptly notify "Target" and Seller and in any event before such disclosure and cooperate with "Target" and Seller if either of them elects to legally contest and avoid such disclosure.

7. Your Liability. If "Target" or Seller determines that You have breached any provision of this Agreement, "Target" and/or Seller may, in their sole discretion, exercise any or all legal or equitable rights or remedies to which they are entitled because of Your breach. Neither "Target" nor Seller shall be deemed to have waived any rights or remedies because of failure, delay or forbearance in exercising any such right or remedy in a particular instance. You also agree that "Target" and Seller shall have the right to seek an order enjoining any such further breach or misappropriation without posting of a bond, and for such other relief as "Target" and Seller deems appropriate.

8. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Florida, excluding its principles of conflicts of laws. The parties agree that the sole venue for any action related to this Agreement shall be in any federal or state court within the State of Florida, and the parties irrevocably submit to the personal jurisdiction and venue of said court.

9. Assignment. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, heirs, executors, administrators and personal representatives. You may not assign or transfer Your rights or obligations under this Agreement without the prior written consent of "Target" and Seller. Any assignment or transfer in violation of this section shall be void.

10. Miscellaneous. This Agreement merges and supersedes all prior Agreements between the parties with respect to its subject matter. The waiver by either party of any breach of the terms and conditions will not be considered a modification of any provision, nor shall such a waiver act to bar enforcing any subsequent breach. This Agreement may only be modified by a written agreement executed by all the parties. The disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase or sell any products or services of the other party, nor an agreement to offer financing for a Property or a commitment to offer financing, nor as an encouragement to expend funds in development or research efforts. If you are signing this Agreement for a legal entity, you represent and warrant that you are fully authorized to enter this Agreement and to legally bind such entity. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Electronic Acceptance: You acknowledge that You are executing this Agreement, accepting the terms by Participation Terms: continuing with the information. You acknowledge that acceptance shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA"), and applicable state laws.

Contact Target Commercial Real Estate at below with questions.

Michael Schweiger

mschweiger@tampabay.rr.com

727-481-8009



_____ agrees to the above

Print name _____

Contact information, Phone _____

email _____