



DISCLOSURE STATEMENT / CONFIDENTIALITY AGREEMENT

_____, and/or nominee, associates, assigns, or an entity involved with or controlled by, herein known as PROSPECT, acknowledges and agrees that PROSPECT approached, or was approached by **SPERRY VAN NESS COMMERCIAL REAL ESTATE, LLC, a Florida Licensed Real Estate Broker**, ("SVN "). SVN, and any and all other brokers with whom SVN is co-brokering, are herein sometimes known as BROKER. PROSPECT acknowledges that BROKER was the first to advise PROSPECT of the availability of and details concerning the following described real properties and/or business opportunities (the "Property"):

1. **14438 UNIVERSITY COVE PLACE Tampa, Florida 33613**

PROSPECT understands and agrees that all dealings concerning said Property(s), and the Owner, will be handled through BROKER and that unless otherwise stipulated in writing. PROSPECT further agrees that information received with respect to the above-mentioned Property (s) will be kept in strict confidence and that PROSPECT shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself and the PROSPECT'S sole purpose in seeking information about the Property is to purchase the property or business. In the event that PROSPECT violates this confidentiality covenant or any other covenant herein, both BROKER and said seller shall be entitled to all remedies provided by law, including, but not limited to, injunctive relief and damages.

VERIFICATION OF DATA: All data on the Property is provided for information purposes only and no representation is made by BROKER as to the accuracy of the data provided. BROKER encourages PROSPECT to thoroughly review and independently verify the data provided to PROSPECT'S own satisfaction. PROSPECT acknowledges that PROSPECT has been advised to seek independent counsel of an attorney and/or an accountant to verify the information supplied to BROKER by seller and to examine any and all applicable documents relevant to the transaction.

NON-DISCLOSURE: In the event that PROSPECT discloses the availability of the Property to any party and such party purchases the Property without the BROKER, then PROSPECT, in addition to the remedies specified hereinabove, will also be responsible for the payment of BROKER'S commission.

NON-CIRCUMVENTION: PROSPECT agrees that he will not within two years from this date deal directly or indirectly with the seller, or any subsequent owner of the Property (the "Owner") without the BROKER'S written consent and should the PROSPECT do so and a sale, lease, joint venture or other financial arrangement is consummated, including a transaction with the OWNER regarding the Property or otherwise, the PROSPECT shall be liable, jointly and severally, with the OWNER to the BROKER, for all and any damages which the BROKER may suffer including but not limited to the commission which would have been payable on the listed selling price or minimum commission whichever is greater. The Florida Commercial Real Estate Sales and Leasing Commission Lien Acts provide that when a broker has earned a commission, the broker may claim a lien against the net sale proceeds or Property (Leasing only) for the broker's commission. The broker's lien rights under the Act cannot be waived before the commission is earned in accordance with Chapter 475, Part 3 and 4, Florida Statutes.

DISPUTES: This Contract shall be governed by the laws of the State of Florida and the parties and the BROKER specifically agree as a matter of substance and express their intention to submit any controversy or claim arising out of or relating to this Contract, or the breach thereof, to resolution by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (A.A.A.). A judgment upon any award rendered by the arbitrators shall be entered by a court having subject matter jurisdiction therein and all parties expressly waive any challenge to the use of arbitration in accordance with this Paragraph. The parties hereto agree that jurisdiction and venue for the entry of judgment upon said arbitration award shall be in Hillsborough County, Florida. The arbitrators, or any court, are directed to award the expenses of the arbitration or litigation, including required travel and other expenses of the arbitrators and any representatives of the arbitrators' costs, the costs and charges of the American Arbitration Association, all reasonable attorney's fees and costs, to the prevailing party in arbitration or litigation.

SELLER is an intended beneficiary of this Agreement. **FACSIMILE COPIES** of this document and any signatures shall be considered for all purposes as originals.

SIGNATURE PROSPECT Date: _____

Representation

Printed Name: _____

SIGNATURE REPRESENTATION Date: _____

Company Name: _____

Brokerage Name: _____

Address: _____

Address #2: _____

Phone #: _____

SS#/E.I.N.#: _____