

## CONFIDENTIALITY AGREEMENT

This agreement will govern the treatment of information to be provided to the undersigned below in connection with an investigation and evaluation for possible purchase of the Skull Creek Marina in Hilton Head, Beaufort County, South Carolina, an exclusive listing of Urban Realty Southeast, LLC, a Florida licensed real estate broker.

**Prospective Buyer/ Broker undersigned below agree to the following terms:**

1. The Information presented by Urban Realty Southeast (URS) related to the sale of the marina property will be used solely for the purpose of the undersigned Broker and Buyer and will be held in strict confidence and not divulged to other parties. Prospect agrees that the Prospect and its Agents /Affiliates/ Buyers shall hold the Confidential Information in confidence.
2. Confidentiality. As used herein, the term “Confidential Information” means any information which had not become part of the body of public information prior to its disclosure. Without limiting the generality of the foregoing, following a sale of the Property (or any portion thereof), Broker shall not initiate or arrange any press release or other announcement or similar disclosure relating to the occurrence of or economic terms relating to such transfer. Broker shall execute and deliver to URS and Owner any document requested by Owner evidencing or otherwise concerning Broker’s agreement to comply with the terms of this or any other agreement binding on Owner with respect to Confidential Information. Broker shall immediately notify URS and Owner of any court order or subpoena requiring disclosure of Confidential Information, shall cooperate with Owner’s counsel in the appeal or challenge of any such order or subpoena, and shall not disclose any Confidential Information pursuant to such court order or subpoena until Owner has exhausted any lawful and timely appeal or challenge that owner elects to file or make. Owner shall be responsible for retaining counsel if Owner decides to appeal or challenge any order or subpoena, and shall reimburse Broker for Broker’s reasonable fees and expenses related to any such appeal or challenge. All original documents shall be retained by Owner.
3. Prospective Buyer and Broker understand and acknowledge that URS and the Owner make no representations or warranties as to the accuracy or completeness of the information presented by URS, that this information has not been independently verified by URS and is not guaranteed as to completeness or accuracy. Broker acknowledges and agrees that Owner is selling the Property (or any applicable portion thereof, as the case may be) “as is, where is, with all faults” and Broker shall so advise each and every prospective purchaser. Broker shall also advise such prospective purchasers to conduct their own independent evaluation of the Property. In the event earnest money paid or pledged by a prospective purchaser is forfeited by such purchaser, Broker shall have no claim to any portion of such forfeited earnest money.

4. Prospective Buyer, Broker or their representatives shall not communicate, directly or indirectly, with the seller, its management, representatives, staff, employees or tenants. All communications and negotiations regarding the property shall be initiated exclusively through URS. All showings shall be by appointment only, and all appointments shall be coordinated by and exclusively through URS. All offers are to be made through H. Linwood Gilbert and URS.
5. Pursuant to its Listing Agreement with the owner, ATC Realty One, LLC, a Delaware LLC, the co-broker fee to an authorized Selling Broker is 50% of the listing broker's fee, the total of which is estimated at 5.0% of the final purchase price actually received by Owner, in cash, immediately available funds and/or by promissory note, with 2.5% to the Listing Broker and 2.5% to the Selling Broker. Selling Broker is only entitled to this fee if their Buyer is registered with URS and the buyer signs the URS NDA for the property before they receive any confidential information including financials, leases, projections, etc. Buyer must specifically authorize representation by Selling Broker. Owner will only be bound by an Executed Contract. Broker acknowledges and agrees that no agreement or terms negotiated by Broker with any prospective purchaser of the Property (or any portion thereof) shall be binding upon Owner unless and until incorporated into a written Contract which has been approved by Owner and executed by the Purchaser and Owner, and unconditionally delivered by Owner to the Purchaser. This Agreement shall supersede and control terms for any commission provided in any Contract.
5. That the Owner and Listing Broker shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement.

If in agreement with the foregoing, please sign this Agreement and return one signed copy to Urban Realty Southeast, Attention: H. Linwood Gilbert. Agreement may be submitted through the online form, fax: 813-358-1055 or email to: [linwood@urbanrealtysoutheast.com](mailto:linwood@urbanrealtysoutheast.com)

**Prospective Buyer**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Broker's Name:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_