

CONFIDENTIALITY AGREEMENT (BROKER & PRINCIPAL)

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by _____ ("Broker"), and _____ ("Prospective Purchaser") regarding the property known as _____, (the "Property").

WHEREAS Broker and/or Prospective Purchaser have requested information for the purpose of evaluating a possible acquisition of the Property (the "Information"). The Prospective Seller will make arrangements to deliver the Information, solely for Prospective Purchaser's limited use in connection with evaluation of the Property for acquisition and for no other user or use.

NOW THEREFORE Broker and Prospective Purchaser, for good and valuable consideration given by each to the others, the receipt and sufficiency of which is hereby acknowledged, hereby enter into this Confidentiality Agreement and covenant and agree to Prospective Seller as follows:

1. The obligation of confidentiality undertaken pursuant to this Agreement shall continue in perpetuity. This Agreement supercedes any and all prior or contemporaneous agreements, whether written or oral. A faxed copy of an executed counterpart copy of this Agreement shall be deemed an original for purposes of enforcement hereof and all other purposes.
2. Broker and Prospective Purchaser hereby covenant with Prospective Seller that Broker and Prospective Purchaser and Broker and Prospective Purchaser's agents and representatives shall not, without the prior written consent of Prospective Seller (which consent may be withheld in Prospective Seller's sole and absolute discretion), disclose to any other person or entity by any means whatsoever, the Information, the contract or purchase agreement (if any), or any oral or written communications concerning the Property.
3. If Broker and/or Prospective Purchaser is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information, and who are specifically aware of this Agreement and agree to honor it.
4. This Agreement applies to all Information received, now or in the future, which is not readily available to the general public. Broker and Prospective Purchaser understand that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm. In the event of any breach of this Agreement, Prospective Seller shall be entitled to any and all remedies available under the law or equity.
5. Broker and Prospective Purchaser shall not contact directly any persons concerning the Property, other than the Prospective Seller and its agents, without Prospective Seller's written permission. Such persons include, without limitation, tenants, tenant's employees, tenant's suppliers, and tenant's franchisor, if any. A breach of this provision will be deemed to be a direct breach of this Agreement.
6. Prospective Seller makes no representations or warranty, express or implied, as to the accuracy or completeness of any Information provided. Broker and Prospective Purchaser assumes full and complete responsibility for recognition and verification of all Information received and expressly waives all rights of recourse against Prospective Seller with respect to the same. Broker and Prospective Purchaser acknowledges and agrees that the Property offered for sale by Prospective Seller is "AS IS," "WHERE IS," and "WITH ALL FAULTS."
7. Broker and Prospective Purchaser shall not, without prior written consent or approval of Prospective Seller (which may be given or withheld in Prospective Seller's sole and absolute discretion), be entitled to assign this Agreement or any rights hereunder to any person or entity whatsoever. Prospective Seller shall be free to assign this Agreement and any or all of its rights hereunder without Broker and Prospective Purchaser's consent.
8. In the event that (i) a contract for sale and purchase is not entered into by and between Prospective Seller, Broker and Prospective Purchaser within forty-five (45) days after the last party to execute this Agreement has executed this Agreement or (ii) such contract has been entered into within such period but a closing thereunder has not occurred on or before the closing date set forth in such contract, Broker and Prospective Purchaser shall, within ten (10) days after the expiration of the applicable period, return to Prospective Seller the original and all photocopies of the Information.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and permitted assigns.

PROSPECTIVE PURCHASER:

Name: _____ Address: _____

Telephone: _____ Fax Number: _____ E-Mail: _____

By: _____ Title: _____ Date: _____

BROKER:

Name: _____ Address: _____

Telephone: _____ Fax Number: _____ E-Mail: _____

By: _____ Title: _____ Date: _____

PROSPECTIVE SELLER: GE Capitol Solutions Franchise Finance its assigns, subsidiaries or affiliates
CNL Center at City Commons
450 South Orange Avenue – Suite 1100
Orlando, FL 32801
Tel: 407-540-2222 Fax: 407-540-2044

Please return this form via facsimile to: 407-540-2044