**Confidentiality, Non-Disclosure, and Non-Circumvent Agreement**

This Confidentiality, Non-Disclosure and Non-Circumvent Agreement (the “Agreement”) is made by the undersigned (“Principal” “Prospective Purchaser”) for the benefit of BRIDGE CORPORATE SOLUTIONS, LLC dba BRIDGE COMMERCIAL (“Advisor”) and its Client and is effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018 (“Effective Date”). This Agreement and all information disclosed, distributed or presented to Principal by or on behalf of BRIDGE CORPORATE SOLUTIONS, LLC dba BRIDGE COMMERCIAL (“Advisor”) or its Client in any form, regarding the Property (collectively, “Materials”) have been prepared by Advisor, as on behalf of its Client, solely for information purposes and is being furnished solely for use by Principal that may be interested in purchasing that certain real estate known as: **Melrose Resort, Daufuskie Island, SC (the “Property”)(“Relationship”).**

**Prior to disclosure of Materials, Principal hereby agrees to the terms in this entire Agreement as follows:**

It is understood, the recipient Principal identified below will be negotiating as a principal, and no agent or broker represents the Principal in this contemplated investment. Principal acknowledges that Advisor is not representing the Principal. If Principal engages any agent or broker to represent Principal regarding a purchase of the Property, Principal agrees to pay all commissions, fees, or other compensation to their agent and/or broker.

The Materials have been prepared to assist interested parties in making their own evaluation and does not purport to contain all of the information that a prospective purchaser or investor may desire. In all cases, interested parties should conduct their own investigation and analysis of the subject property and the data set forth in the Materials. Neither the Advisor nor Client make any representation or warranty as to the accuracy or completeness of the information contained in the Materials or made available in connection with any further investigation of the Property, including any estimates or projections, and Advisor and Client shall not have any liability for any representations (expressed or implied) contained in, or for any omissions from, the Materials or any other written or oral communications transmitted to the recipient in the course of its evaluation of the Property. The only information that will have any legal effect will be specifically set out in, or as part of, representations and warranties in a definitive written agreement.

By accepting this Agreement, Principal agrees to keep confidential this Agreement and transactions contemplated herein, the Materials and any information contained herein or made available in connection with the Property and the Materials. Except as otherwise permitted herein, Principal agrees that it shall not, without the express written consent of Advisor or its Client: (i) disclose, furnish or deliver any of the Materials or communicate any of the Materials, in any manner, to any third party whatsoever, or (ii) use the Materials in any manner except in connection with the Relationship. Without limiting the foregoing, the Principal acknowledges and agrees that: (1) Advisor and its Client will not be subject to any liability based on the information contained in the Materials, errors therein or omissions therefrom, whether Client or Advisor knew or should have known of any such errors or omissions, or was responsible for or participated in its inclusion in or omission from the Materials; (2) the Principal will not copy, reproduce or distribute to any third party the Materials in whole or in part; (3) if the Principal does not wish to pursue the Relationship, it will return the Materials to Advisor or Client as soon as practical, together with any other material relating to the subject property which the Principal may have received from Advisor, or destroy and/or delete all electronic files without retaining any copies thereof; (4) any proposed actions by the Principal which are inconsistent in any manner with this Agreement will require the prior written consent of Advisor or Client; and (5) Principal shall notify Advisor and/or Client of any breach or suspected breach of the obligations herein immediately upon becoming aware of any such breach or suspected breach and, at its own expense, take all steps reasonably necessary to prevent or stop any such breach or suspected breach.

This Agreement, in its entirety, will be in full force and effect one (1) year from the date of execution below.

The Advisor and Client reserve the right to negotiate with any third party at any time and to enter into a definitive agreement without prior written notice to you or other persons. Also, Advisor and/or Client reserve the right to terminate, at any time, further participation in the investigation and proposal process by any party and to modify procedures, documentation and other procedures without notice and without assigning any reason therefore.

Principal acknowledges and agrees that Advisor and Client will be irreparably harmed by a breach of this Agreement and that any such breach cannot be adequately compensated by damages. In the event of a breach of this Agreement, Advisor and Client shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be deemed to be exclusive remedies but shall be in addition to all other remedies available at law or equity. Advisor or Client shall not be required to deposit any security or post any bond in connection with any such equitable relief and Principal hereby waives any such requirement. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, applicable to contracts entered into and performed therein. Principal shall not assign its rights and undertaking hereunder without Advisor or Client’s prior written approval. This Agreement shall inure to the benefit of the parties and Client and their successors and permitted assigns and be binding upon the parties and their successors and permitted assigns.

This Agreement may not be amended or modified in any manner, nor may any of its provisions be waived, except by written instrument executed by the parties. Any such amendment, modification or waiver by a party shall only be effective if (i) it is in writing and signed by the parties, (ii) it specifically refers to this Agreement, and (iii) it specifically states that the party, as the case may be, is amending, modifying, or waiving its rights hereunder. Any such amendment, modification or waiver shall be effective only in the specific instance and for the specific purpose for which it was given. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without giving effect to the principles of conflict of laws thereof. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall to the extent practicable, be modified so as to make it valid, legal and enforceable and to retain as nearly as practicable the intent of the p arties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The signature below is an authorized signatory of the Principal/Prospective Investor entity. All communications, inquiries and requests for information relating to the Materials or to a possible transaction involving the Property should be addressed to: **Seth Clark, Bridge Commercial, 25 Calhoun St, Suite 220, Charleston, SC 29401, or** **seth.clark@bridge-commercial.com.**

# ACCEPTED AND AGREED TO:

**PRINCIPAL AND PROSPECTIVE INVESTOR:**

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| Telephone | Email |  |