



## Confidentiality Agreement

In connection with the possible acquisition of Listing Profile No 5-67-08 real estate and/or business ("Subject"), you ("Buyer) will be furnished certain information regarding the Subject ("Proprietary Information"). In consideration of obtaining the Proprietary Information Buyer agrees as follows:

1. All information furnished will be deemed confidential.
2. Unless otherwise agreed in writing, Buyer will not disclose or reveal any Proprietary Information, for five years from the date hereof, to anyone not actively and directly participating in the evaluation of the information for any purpose other than in connection with the proposed transaction.
3. All inquiries regarding the Subject shall be directed to Investcomm Commercial Group ("Broker") until such time as all parties agree an alternate arrangement.
4. If Buyer determines that it does not wish to pursue the proposed transaction, Buyer will promptly deliver to Broker all the Proprietary Information furnished to Buyer without retaining copies, summaries, analyses or extracts thereof.
5. Buyer understands that, although Broker and the owners of the Subject have included in the Proprietary Information certain information that is considered to be relevant for the purpose of Buyer's investigation of the proposed transaction, neither the Owner nor Broker makes any representation as to its accuracy or completeness. Buyer should do Buyer's own due diligence and develop Buyer's own financial pro forma in order to determine whether the Subject is right for Buyer. Broker does not provide legal or financial advice and questions of this nature should be directed to the appropriate professional.
6. Buyer will not solicit nor accept as clients any existing clients of the Subject, nor contact, employ or attempt to employ any existing employee of the Subject, without written permission of the Subject owner for a period of five years from the date of this Agreement.
7. Buyer recognizes that Broker would not have an adequate remedy at law if Buyer were to violate the restrictions set forth herein. Accordingly, Buyer agrees that Broker shall have the right, in addition to any other available remedies, to obtain injunctions restraining Buyer from disclosing or using in whole or in part, any of the information. In the event that Broker takes legal action to enforce the rights, duties and obligations set forth herein, then Buyer agrees that Buyer shall pay all costs, fees and expenses in connection with the action by Broker including without limitation, attorney's fees.

Please indicate your acceptance in the space below.

Truly Yours,

\_\_\_\_\_  
INVESTCOMM Commercial Group

AGREED AND ACCEPTED:

\_\_\_\_\_  
Buyer Name

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

**Please Complete Contact Information and Return with Confidentiality Agreement**

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

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

Phone # \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Please Check One: Broker \_\_\_\_\_ Investor \_\_\_\_\_

If you are a broker, please include client contact information as well:

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

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

Phone # \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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