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CONFIDENTIALITY AND NONCIRCUMVENT AGREEMENT

In connection with _____ interest in acquiring _____ (also known as **Section Block Lot(s)**), hereinafter the "Property", you will be furnished by Broker certain oral and or written information identifying and or relating to the Property, its tenants, leases, etc. The availability of the property for sale and any such information, hereinafter collectively "Information", provided to you, your affiliates, or your representatives, including financial advisors, attorneys, accountants, or agents (collectively, your "Representatives"), is confidentially provided to you in connection with your interest in purchasing the property. The confidentiality of this information is a material consideration of this agreement. In exchange for Broker providing this information to you and the Owner authorizing the release of this information to you hereby agree to the following:

1. The Information will be kept confidential and shall not without our prior written consent, be disclosed by you or your Representatives in any manner whatsoever, in whole or in part. Moreover, the Information shall only be revealed to your Representatives who need to know the Information for the purpose of evaluating the Transaction, who are informed of the confidential nature of the Information and who shall agree to act in accordance with the terms and conditions of this Agreement. You shall be responsible for any breach of this Agreement by your Representatives, in addition to, and not in limitations of, independent liability of your Representatives in connection therewith.
2. Without the prior written consent of Broker you and your Representatives, hereinafter "You", will not disclose to any person the fact that the Information has been made available, that discussions or negotiations are taking place or have taken place concerning a possible Transaction involving you or any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.
3. You agree that, for a period of five years from the date of this Agreement, you will not, directly or indirectly, (a) solicit any tenant of the Property for occupancy at another proximately located property.
4. You agree that for a period of five years from the date of this Agreement that without the consent of Broker and the Owner, You will not directly or indirectly become involved with any Transaction including any transaction involving or affecting the Property.

5. It is acknowledged that due to the special nature of real estate and possible intangible relating to the sale of the Property remedies at law may be inadequate to compensate the Owner for damages sustained including protection against any actual or threatened breach of this Agreement and, without prejudice to any other rights and remedies otherwise available hereunder, you agree to the granting of injunctive relief, special damages and acknowledge that it will be necessary that equitable relief be awarded in addition to or in lieu of any remedy at law for any breach hereof. You further agree that the Owner's rights and Tenant's rights hereunder may be enforced by the Owner and or the Broker. It is understood that this Agreement is being entered into for the benefit of the Owner, Broker and the Tenants of the Property.
6. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

Accepted and Agreed:

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Company: _____	Smith & DeGroat Real Estate
Title: _____	Title: _____
Date: _____	Date: _____