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## CONFIDENTIALITY AGREEMENT

**Date:**

**Broker:**

TJL Realty International LLC  
13 Avondale Court, Ground Floor  
Briarcliff Manor, NY 10510  
Thomas Lee / President / Principal Broker

**RE:** Proposed acquisition of:

By \_\_\_\_\_ (Potential Purchaser)

TJL Realty International LLC has been retained by the owner of the Property to market the property for sale. The Potential Purchaser has requested certain information (the "Confidential Information") concerning the property. Broker may make such Confidential Information available to Potential Purchaser upon execution of the Confidentiality Letter. The Confidential Information is intended solely for the Potential Purchaser's limited use in evaluating the Property. This is not an agreement to sell the property or any interest therein. No agreement binding upon Owner, or any of its associated or affiliated companies, to sell the Property shall be deemed to exist, at law or equity, until Owner enters into a formal binding agreement, fully executed and delivered by all parties thereto. Broker has no authority to bind Owner in connection with the sale of the Property or otherwise.

The confidential Information contains brief, selected information pertaining to the Property and the business and affairs of the Owner. It does not purport to be all inclusive or to contain all the information which potential purchaser or lender may desire. Neither Owner or Broker makes any representations or warranty, expressed or implied, as to the

accuracy or the completeness of the Confidential Information and no legal liability or to be implied with respect thereto.

Broker has informed Potential Purchaser that it is of utmost importance that all discussions concerning the proposed transaction (including, without limitation, the fact that any discussions have taken or are taking place) be kept in strict confidence. Accordingly, Potential Purchaser hereby agrees that the Confidential Information will be used only in connection with the proposed transaction and its consideration thereof, and that all discussions concerning the transaction, as well as all Confidential information, will be kept confidential by Potential Purchaser and its partners, officers, members, agents, employees, contractors, and consultants, and shall not, except as hereinafter provided, be disclosed in any manner whatsoever without the prior written consent of Owner, which may be granted or withheld in Owner's sole and absolute discretion. Information concerning the transaction and the Confidential Information shall be submitted only to those partners, officers, members, agents, employees, contractors and consultants who need to know such information for the purpose of evaluating the transaction and who shall (i) be advised by Potential Purchaser of the confidential nature of the information and (ii) shall be instructed by Potential Purchaser to treat such information confidentially. Potential Purchaser will be responsible for any such persons to comply with such instruction.

Owner expressly reserves the right to reject any or all proposals or expressions of interest to purchase the Property, to consummate the sale of the Property to a party other than Potential Purchaser, and to terminate discussions at any time with or without notice. If potential Purchaser does not wish to pursue negotiations, or such negotiations are undertaken but a transaction fails to be consummated with Potential Purchaser, Potential Purchaser hereby agrees to promptly return the Confidential Information to Broker.

Potential Purchaser understands and foresees that any violation of the Confidentiality Letter would damage Owner and Broker and their successors. Potential Purchaser hereby agrees to indemnify, defend and hold harmless Owner and Broker and their respective members, directors, officers, employees, agents, representatives, successors and assigns from and against any and all liability, claim, demand, loss, cost, damage, expense or cause of action (including without limitation, reasonable attorney's fees and expenses) in connection with any breach of alleged breach of the Confidentiality Letter. In such event, Owner and/or Broker will have the right, in addition to any other right Owner and Broker may have, to seek injunctive relief to restrain any breach of threatened breach by Potential Purchaser or specific enforcement of such terms.

Potential Purchaser understands and agrees that the Confidential Information does not purport to be complete and accurate, and that Potential Purchaser will rely entirely on its own due diligence with regard to all matters. No representations or warranties are implied by the submission of the Confidential Information and none is given unless Owner subsequently elects to make specific, limited representations and warranties in a final, fully executed and delivered, sale agreement definitive in form and scope. Potential Purchaser agrees that neither Owner nor Broker shall not have any liability to Potential Purchaser as a result of its use of the Confidential Information and it is understood that Potential Purchaser is expected to perform and be responsible for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, as Potential Purchaser deems necessary or desirable and as permitted by agreement with owner.

It is agreed that the participating broker representing the potential buyer will receive his/her commission fees from the purchaser of this property.

Very Truly yours;

(POTENTIAL PURCHASER)

Printed Name \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_