

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made this ____ day of _____ 20__ by and between ("Receiving Party") _____ at _____ (address) and ("Disclosing Party") _____, for the purpose of maintaining the confidential Property and technical information of the Disclosing Party which Receiving Party receives, prior to and from time to time hereafter, from the other during the course of discussions between them relating to the Property (as defined below).

Acknowledging the receipt of good and adequate consideration and intending to be legally bound, the parties agree as follows:

1. Definitions.

(a) "Confidential information" means information (including information belonging to any third party, including without limitation any affiliate, subsidiary or parent company of the Disclosing Party) related to the subject matter of the Property or the sale of the Property by the Disclosing Party, which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from the disclosure or use of the information, or (ii) is the subject of efforts by the Disclosing Party to maintain the secrecy of the information, or (iii) is identified by either party as "Confidential" and/or "Proprietary", or (iv) which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including the terms and conditions of this Agreement.

In addition, Confidential information expressly includes the fact that the Disclosing Party is intending to sell the Property.

(b) "Property" is to be disclosed as Addendum A, after confidentiality agreement is fully executed.

2. Receiving Party acknowledges that it has been informed of the confidential and proprietary nature of the Disclosing Party's Confidential Information. The Receiving Party shall not disclose the Confidential Information of the Disclosing Party including to its Agents, Attorneys, business partners and associates, financial personnel, and accountants. The Receiving Party shall use its best efforts to protect the confidentiality of the Confidential Information.

4. The obligations set forth herein shall survive the expiration or termination of this Agreement for a period of three (3) years from the date of the last disclosure of Confidential Information hereunder.

5. Each party acknowledges that monetary remedies will be inadequate to protect Confidential Information and that injunctive relief will be appropriate to protect such rights. Each party acknowledges that the Disclosing Party will be irreparably damaged to the extent that any of the terms of this Agreement are violated and agrees that such terms shall be enforceable through (a) issuance of an injunction restraining the unauthorized copying, duplication, use, dissemination or

disclosure of any Confidential Information, or (b) any other legal or equitable remedies, which remedies shall be cumulative with and not exclusive of any other remedy or remedies.

6. All Confidential Information transmitted hereunder shall be and remain the property of the Disclosing Party, and all such information and any copies thereof shall be promptly returned to the Disclosing Party upon written request or destroyed at the Receiving Party's option.
7. This Agreement is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. This Agreement may be modified only by a writing signed by both parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding that term, all other terms of this Agreement shall remain in full force and effect.
8. Disclosure of Confidential Information shall be permitted to the extent demanded by subpoena or other validly issued administrative or judicial process; provided that the Receiving party shall promptly notify the Disclosing Party and tender to it, if it so elects, the defense of such demand. If requested by the Disclosing Party, the Receiving Party shall cooperate (at the expense of the Disclosing Party) in the defense of the demand. In addition, disclosure of Confidential Information shall be permitted to the extent disclosure is reasonably necessary in connection with any dispute, claim or action between the parties.
9. Nothing contained in this Agreement, nor any exchange of information hereunder, shall grant or confer upon any party any right, license or authority in or to the information exchanged.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law principles.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Disclosing Party:

Receiving Party:

By: _____

By: _____

Name: _____

Name: _____

Title:

By: _____

By: _____

Broker: Melissa Cartier, Cartier Real Estate Group

Agent Name: _____