

Confidentiality Agreement
Times Square Building: 45 – 47 Exchange Boulevard, Rochester, New York 14614

Moore Corporate Real Estate, Inc. ("Broker") has been exclusively retained by the Ownership ("Owner") to represent the offering of its interest in their building referenced above ("Property"). Owner and Broker are prepared to furnish you with certain material, data and information (the "Evaluation Material") in connection with discussions and negotiations concerning a possible transaction involving the Property only on the condition that you treat such Evaluation Material confidentially as detailed below and confirm certain representations to us. Therefore, to induce Owner to release, and authorize Broker to release, the Evaluation Material and as a prerequisite to Owner and/or Broker furnishing to you the Evaluation Material, you hereby represent and agree as follows:

1. The Evaluation Material furnished to you will be used by you solely for evaluating a possible transaction exclusively for you. Therefore, you agree to keep all Evaluation Material strictly confidential; provided however, that any such Evaluation Material may be disclosed to your directors, officers, employees, lawyers, accountants and lenders ("Representatives") who need to know such information for the purpose of assisting you with the evaluation of the Property. Such Representatives shall be informed by you of the confidential nature of such information, shall be directed by you to treat such information with strict confidence and shall agree to be bound by the provisions of this agreement. You are liable for any Representative's breach of this agreement.

You will not, and will cause your Representatives to not, copy or duplicate the Evaluation Material (except that you may copy Evaluation Material for your Representatives). You will immediately return, and will cause your Representatives to immediately return, the Evaluation Material to the entity from which you received such Evaluation Material (Owner or Broker, as appropriate) promptly if you decide not to go forward with discussions or if return is requested by Owner. You agree that Owner has no adequate remedy at law if you violate any of the terms of this agreement. In such event, Owner will have the right, in addition to any other right Owner may have, to seek injunctive relief to restrain any breach or threatened breach by you or your Representatives of this agreement.

In addition, you agree that you will not disclose and you will direct your Representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person, the fact that the Evaluation Material has been made available to you, that discussions or negotiations between you and Owner are now taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition of the Property.

2. Although Owner and Broker have endeavored, for your convenience, to include in the Evaluation Material information which we believe to be relevant for the purpose of helping you in your evaluation of the Property for possible purchase, you understand and acknowledge that neither Owner nor Broker make and have made no representation or warranty to you as to the accuracy or completeness of the Evaluation Material and have made no attempt to verify the data contained therein. You agree that Owner and Broker will not have any liability to you as a result of your use of the Evaluation Material and it is understood that you are expected to perform your own studies and are responsible for such due diligence investigation and inspection of the Property, including investigation of any environmental conditions, as you deem necessary or desirable and as permitted by agreement.
3. Your obligations to keep the Evaluation Materials confidential shall not include information that: (i) is or becomes publicly available other than as a result of acts by you or your Representatives in breach of this agreement; or (ii) your counsel advises must be disclosed pursuant to a subpoena or other court order, but only to the extent specified in such subpoena or court order; provided prior to complying with any such order you shall give written notice to us that such demand has been made upon you and to the extent not legally prohibited you shall provide us with an opportunity to contest any such direction or order.
4. Owner and Broker expressly reserve the right, at their sole discretion, to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notices.
5. You agree to defend, indemnify and hold harmless Owner, Broker and their respective affiliates, employees, officers and directors from and against all claims, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of any breach of your obligations under this agreement.
6. You have been advised that that Broker is acting on behalf of the Owner as sole and exclusive agent in connection with the sale of the Property. **If you elect to hire an advisor or agent, you as principal will be responsible for the payment of any fees related to their involvement.**



moore corporate real estate

1892 South Winton Road, Suite 100
Rochester, New York 14618
Phone: 585-546-4170

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By accepting the Evaluation Materials, you agree that such information and its contents, except such information which is a matter of public record or is provided in sources available to the public, are of a confidential nature. **By accepting the Evaluation Materials, you agree to abide by the terms of this Agreement.**

In the event of breach of such confidentiality agreement, you agree that the Owner would be irreparably harmed with no adequate remedy at law and shall be entitled to relief, including, but not limited to, injunctive relief.

If you have no further interest in the Property, please return the Evaluation Materials and all other materials furnished to you forthwith and continue to abide by the provisions herein.

The obligations under this agreement shall terminate upon the earlier of the second anniversary of the date of this agreement or the date of closing of any transaction regarding the Property.

Principal Name Printed: _____

Principal Name Signed: _____

Date: _____

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Facsimile: _____

E-mail Address: _____

Please return to:

**Robert Moore
Moore Corporate Real Estate, Inc.
Bob.moore@moorecre.com**



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Rochester, New York 14618
Phone: 585-546-4170**