



CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT

PROPERTY ADDRESS: 268 Main Street, Buffalo, NY 14202

LISTING BROKER: John Fletcher, Licensed NYS Real Estate Broker

This Confidentiality and Non-Circumvention Agreement (the “Agreement”) is entered into between **John Fletcher** (“Broker”) and the undersigned potential purchaser and/or its agent (the “Recipient”). The Recipient has requested information for the purpose of evaluating a potential acquisition of the property located at **268 Main Street, Buffalo, NY** (the “Property”).

- 1. CONFIDENTIAL INFORMATION:** All information provided by Broker, whether via the digital Offering Memorandum, email, or oral communication, is proprietary and confidential. This includes, but is not limited to, rent rolls, lease agreements, historical operating expenses, and internal financial projections (the “Confidential Information”).
- 2. LIMITATION ON USE:** Recipient shall use the Confidential Information solely to evaluate a possible acquisition of the Property. Recipient shall not disclose, copy, or distribute the Confidential Information to any third party without Broker’s prior written consent, except to professional advisors (attorneys, accountants, lenders) who are bound by this same duty of confidentiality.
- 3. NON-CIRCUMVENTION & CONTACT:** Recipient agrees that all inquiries, communications, and negotiations shall be conducted exclusively through John Fletcher. Recipient shall not contact the Property’s tenants, building staff, or ownership directly. Recipient acknowledges that Broker also serves as an officer/principal of the anchor tenant, Crowley Webb, and waives any conflict of interest arising from this disclosed relationship.
- 4. DISCLAIMER:** The Confidential Information has been gathered from sources deemed reliable, but neither Broker nor Owner makes any representation or warranty as to its accuracy or completeness. Recipient is solely responsible for verifying all information through independent due diligence.
- 5. RETURN OF MATERIALS:** If Recipient elects not to pursue the Property, or upon Broker’s request, Recipient shall immediately destroy all digital files and return any physical copies of the Confidential Information.



6. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York. In the event of a breach, Broker and Owner shall be entitled to seek injunctive relief and/or monetary damages.

RECIPIENT ACKNOWLEDGMENT & SIGNATURE

Entity/Company Name: _____

Authorized Signatory Name: _____

Signature: _____ **Date:** _____

Email Address: _____

Phone Number: _____

Broker/Agent (if any) representing Recipient: _____

Please return completed form to john@fletchercapital.com