

# SAMSON

PROPERTIES

## **NON-CIRCUMVENT/CONFIDENTIALITY, NON-DISCLOSURE AGREEMENT** **[Subject Property General Description: Multi-family/ Commercial** **Development Opportunity in PWC, VA ]**

Samson Properties (“Broker”) is presenting for sale or lease the Subject Property (“Property”) referenced above, by the Property’s owner (the “Owner”) as off-market. Our agreement with the Owner requires that we obtain a Non-Circumvent, Non-Disclosure Agreement before disclosing the name, location, financials, budgets, proforma, or any other relevant information.

The undersigned (“Recipients”) hereby acknowledge and agree that certain confidential information that has been or may be disclosed is intended solely for Recipients’ sole and limited use in considering whether to pursue negotiations to acquire the Property. The information to be released shall not, under any circumstances, be shared with any other party without their signing of this NCND.

**NO REPRESENTATION:** Neither the Owner of the Property nor Broker or any of their respective officers, employees or agents, make any representation or warranty, expressed or implied, as to the accuracy or completeness of this confidential information and no legal liability is assumed or shall be implied with respect thereto. Information provided has been or will be gathered from sources that are deemed reliable; however, neither Owner nor Broker warrants or represents that the information is true or correct. Recipients are advised to verify information independently. Owner and/or Broker reserve(s) the right to change the Property’s purchase price, or any Property or market information provided, or to withdraw the Property from the market at any time without notice.

**CONFIDENTIALITY:** Recipients agree that the information provided by Broker is confidential and as such, agrees to hold and treat such information in the strictest of confidence. In addition, Recipients agree not to disclose, directly or indirectly, or permit anyone else to disclose this information to any person, firm or entity without prior written authorization of Owner or Broker and not use, or permit to be used this information in any fashion or manner detrimental to the interests of Owner or Broker. Photocopying or other duplication of such confidential information is strictly prohibited. Recipients agree not to contact the Property’s tenant(s), leasing brokers, or property management staff in connection with Recipients’ review of the Property or confidential information. IN ADDITION, THE CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS REPRESENTATIVE OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF PREPARATION OF THE OFFERING MEMORANDUM.

**NON-CIRCUMVENTION:** In consideration of the Broker’s Client disclosure of the Confidential Information, the Recipient shall not at any time, with regard to the purchase/sale or lease of the

property, attempt to contact, deal with, negotiate, circumvent the Broker, or participate directly with the Owner or any of their associates, subsidiaries, employees, agents, heirs, assigns, designees, or consultants under any circumstances, without first entering a written agreement with the Broker who provided such contact. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to the Recipient. The Recipients understands that Broker is presenting the information on the above-referenced Property and that Recipients agree that all correspondence and agreements pertaining to the opportunities and subsequent purchase or lease shall be submitted through Broker. Recipients shall not contact the Owner or their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants directly unless given written permission by Broker or act either directly, indirectly, through any third parties including affiliates, other clients or other brokers to circumvent the purpose of this Agreement.

**TERMINATION:** While Owner and/or Broker may discuss the purchase and sale of the Property with Recipients, either Owner or Broker, in our sole and absolute discretion, may terminate sale discussions at any time and for any reason. Recipients acknowledge that neither Owner nor Broker has any obligation to discuss or agree to the sale of the Property. The acquisition discussions may be lengthy and complex. Notwithstanding that the parties may reach one or more oral understandings or agreements on one or more issues, neither of the parties shall be bound by any oral agreement of any kind, and no rights, claims, obligations or liabilities of any kind, either expressed or implied, shall arise or exist in favor of or be binding upon either Owner or Broker except to the extent expressly set out in a written agreement signed by both Owner and Broker.

**TERM:** This Agreement shall be effective until the date either party gives written notice to the other party that subsequent communications shall not be so governed; provided, however, that each party's obligations under Paragraphs entitled "Confidentiality" and "Non-Circumvention" shall continue in perpetuity until the property has been sold or leased.

**FEE AGREEMENT:** The Parties agree that, due to the many variables surrounding the project that may transpire as a result of this Agreement, the commission and/or fee structure between the Parties will vary. Parties agree to have a separate fee agreement, if applicable.

**NO ASSIGNMENT:** Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that either party may assign its rights under this Agreement in whole or in part to any affiliate or any entity owning or acquiring a substantial portion of the stock or assets of such party, or to any partnership or other venture in which such party participates. The parties have executed this Agreement as of the last date indicated below, whereupon this Agreement shall become a binding agreement with respect to the subject matter hereof.

**GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to its conflict of laws principles.

**ENTIRE AGREEMENT:** This Agreement contains the entire understanding between the Parties and any

waiver, amendment or modification to this Agreement will be subject to the above conditions and must be attached hereto. Upon execution of this Agreement by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, clients, designees or consultants of which the signee is an agent, officer, heir, broker, successor, assign or designee is bound by the terms of this Agreement, not to exceed a period of two years.

***By filling in your information you are accepting the terms of this agreement.***

**Recipient:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email:

**Broker:**

Samson Commercial Properties/SRG Commercial

By (Signature): *Khaled Al Hajbeh*  
Khaled Al Hajbeh (Aug 11, 2023 13:32 EDT)

Its (Title): Managing Partner

Phone: 5712305456

Return via email to: khaled@srg-commercial.com