



DISCLAIMER

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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Owner: _____

Broker: _____

Property: _____

Interested Party: _____

This Agreement confirms the understanding and agreement of Confidentiality and Non-Disclosure pertaining to all information of any kind, and however communicated, whether verbal, written, or electronic with respect to the Property (collectively "Confidential Information") provided by the Owner or Broker to the undersigned, his/her/its companies, associates, partners, agents, consultants, affiliates, and/or employees (collectively "Interested Party"). Interested Party will hold and use Confidential Information in the strictest confidence in connection with evaluation and negotiation of a purchase agreement for the Property. Interested Party agrees not to reveal or disclose to any third party any Confidential Information without the specific, informed, prior written consent of Owner or Broker. Confidential Information subject to this Agreement includes, without limitation, specific identity of the Property, Interested Party's interest in the Property, contracts, operating history, financial and tax information, tenant information, revenue, expenses and any other information that may in any manner be considered by Owner to be valuable, proprietary, or confidential.

Interested Party agrees that Owner and/or Broker will have no adequate remedy at law if Interested Party violates any of the terms of this Agreement. In such an event, Broker and/or Owner will have the right, in addition to a claim for monetary damages and any other legal or equitable right or remedy they may have, to seek injunctive relief to restrain any breach or threatened breach by Interested Party, or to seek specific enforcement of the terms of this Agreement. Interested Party will pay all costs and expenses of Owner and Broker, including without limitation attorney fees, incurred by either of them in enforcing or attempting to enforce this Agreement, regardless of whether or not suit is filed.

The information and materials to be provided to Interested Party shall continue to be the sole and exclusive property of Broker and/or Owner, may not be copied or distributed, and will be returned upon request to Broker.

This Agreement does not confer upon Interested Party any rights in, to, or to acquire the Property. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, and shall be binding upon Interested Party and Interested Party's principals, successors and assigns.

Acknowledged and Agreed to by:

Interested Party: _____

Firm: _____

By: _____

Its: _____

Date: _____