

513 Walnut Ave Syracuse, NY 13210 048-.10-14.0
514 Walnut Ave Syracuse, NY 13210 048.-11-09.0
515 Walnut Ave Syracuse, NY 13210 048.-10-13.0
1009 Madison St Syracuse, NY 13210 048.-10-10.0
1001 E Fayette St at S. Crouse Syracuse, NY 13210 030.-23-22.1

CONFIDENTIALITY AGREEMENT FOR THE ABOVE PROPERTIES

The Undersigned, a prospective purchaser, desires to investigate the possibility of acquiring a business entity or property which will require Upstate Management of NY LLC and the selling parties to disclose certain confidential information to the Undersigned. The Undersigned agrees the information received will be used solely for the evaluation of the entity or property for purchase and agrees not to use the information in any way detrimental to the selling parties and/or Upstate Management of NY LLC. The Undersigned agrees to keep such information confidential and will not release or communicate to any individual or business entity any information which it has received from Upstate Management of NY LLC or the selling parties including, but not limited to, the name of the entity or property, financial statements, business/marketing plans, and third party agreements.

The only exception to the above shall be disclosures required by law and those parties assisting the Undersigned in evaluation of the business entity or property assisting in the evaluation as to the existence and terms of this Agreement and obtain the written agreement of those parties to be bound by the provisions of this Agreement.

The Undersigned further understands to promptly return all information to Upstate Management of NY LLC upon termination of interest or demand; and that Upstate Management of NY LLC acts only as an intermediary and does not certify the accuracy or the completeness of the information being furnished. The Undersigned understands that the principal of Upstate Management of NY LLC is also the principal for the selling entities.

The buyer will complete its own investigation and evaluation of the business entity or property for purchase.

Covenants and agreements shall survive expiration, termination or cancellation of this Confidentiality Agreement.

In case of any breach of this Agreement, Seller is entitled to all legal and equitable remedies, including injunctive relief.

This agreement and its provisions shall be governed by the Laws of the State of New York. The validity of any provision of this Agreement shall not impair the validity of any other provision.

ACCEPTED AND AGREED BY:

Printed:

Signed:

DATE

Printed:

Signed:

DATE:

Please sign, date and return to info@upstatecos.com