PRINCIPAL & CO-BROKER
CONFIDENTIALITY AGREEMENT

The undersigned Accepting party (the Accepting party) is interested in obtaining information regarding the property known as: **THE POM PLAZA-WILLIAMSVILLE, NEW YORK   3 RETAIL OUTLETS - INLINE PLAZA** (description the property),   in order to evaluate the possible acquisition, (the proposed transaction) of the property or property(s). The owner(s) will not deliver and will not authorize Network One Realty to deliver to accepting party any information with respect to the "Property" which may be confidential and/or proprietary in nature unless and until the accepting party executes and delivers this Principal and/or Co-Broker Confidentiality Agreement ("the Agreement"). By executing and delivering this agreement and accepting the evaluation materials (defined below), accepting party agrees as follows:

Confidentiality. The evaluation materials furnished will not be used by the Accepting Party for any purpose other than to evaluate a possible purchase of the property as a principal. The Accepting Party, or Party(s), will use any information with respect to the property, solely for the purpose of evaluating the proposed transaction. The accepting party shall keep all materials received strictly confidential. Evaluation materials may be delivered to such people or entities who because of their involvement with the proposed transaction need to know such information for the purpose of giving advice with respect to the the proposed transaction. Notwithstanding anything to the contrary set forth in this agreement, the term "evaluation materials" does not include information which, a}. is or becomes available to the public, b}. becomes available to the accepting party on a non-confidential basis, c}. Is independently developed by the accepting party or d}. Information which is required to be disclosed by the accepting party pursuant to law, statute, or government regulation.

Representation: None of the seller parties make any representations or warranties as to the accuracy or completeness of the evaluation materials or that actual results will conform to any projections contained therein. Owner, Owner's representatives, and Real Estate Broker expressly disclaim any and all liability for representation or warranties, expressed or implied, contained in the evaluation materials, or in any other written, oral, or other communication transmitted or made available to Accepting party by seller parties.

No disclosure: Accepting party shall not disclose the fact that discussions are taking place concerning the possible acquisition of the property or conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the property with any other person or entity, accept the owner or broker, except as may be expressly permitted elsewhere in this agreement and only in strict accordance with the previsions hereto.

Representations: Accepting party hereby acknowledges that Network One Realty is the exclusive marketing representative for the owner. The accepting party has dealt with no other brokers with respect to the proposed transaction.

No Obligation: Owner is under no legal obligation of any kind whatsoever with respect to the proposed transaction by virtue of this agreement, the delivery of evaluation materials, any discussions concerning the proposed transaction or otherwise, unless and until a binding written agreement for purchase and sale of the property is executed and delivered by owner and accepting Party, (the purchase and sale agreement)

Indemnification: accepting party hereby agrees to indemnify and hold harmless each of the seller's parties against any, and all costs, loss, liability or expense, including attorney's fees, arising from any breech of the accepting party's obligations under this agreement.

Accepted and agreed to this day_____2024

Perspective Purchaser:
By:
Signature: _____   Company: _____
Name: (Print)_____ Address: _____
Title: _____
Phone: _____
Fax: _____ E-mail _____

Co-Operating Broker
Company Name; _____
Agent name_____, License_____
Phone: _____, Fax: _____
Email: _____

Please return to Network One Realty (via email)
mbattag670@aol.com
Network One Realty Advisors