

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into on this ____ day of _____, 20__ by _____ ("Recipient") in favor of _____ ("Owner")

1. Recipient acknowledges that all documents, leases, financial statements, analysis, records, etc. ("the Confidential Information") provided by Owner is confidential and proprietary to Owner. Recipients shall keep all such information confidential and shall not disclose, summarize or otherwise provide any or all of the Confidential Information in any manner without the prior written authorization of the Owner, except as set forth in this Agreement.
2. Recipients may use any or all Confidential Information for the sole purpose of evaluating the potential acquisition of the Property/Business and it shall not at any time be used for any other purpose.
3. Upon request by Owner, Recipient shall immediately return to Owner all materials containing any confidential information.
4. The Offering Memorandum may be disclosed to the Prospective Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties") only on a "need-to-know" basis for the purpose of evaluation the potential purchase of the Property/Business; provided, however, that Prospective Purchaser shall inform such Related Parties of the confidential nature of the Offering Memorandum, and shall be responsible for a breach of this agreement caused by such Related Parties.

RECIPIENT

By (Signature) _____

Printed: _____

Date: _____

By (Signature) _____

Printed: _____

Date: _____

OWNER

By (Signature) _____

Printed: _____

Date: _____