

Confidentiality Agreement

This Confidentiality Agreement (the "Agreement") is made and entered into by and between the undersigned Buyer(s), Seller(s) and Broker(s). For the purposes of this Agreement, either of the above referenced may be referred to as a "Party" and collectively as the "Parties." This Agreement is dated _____ and will expire on _____.

The parties will enter into discussions which will concern a transaction(s) regarding the potential purchase, sale or trade of property known as _____ (the "Transaction"). The terms, negotiations, and discussions for this Transaction(s) will remain confidential. "Confidential Information" as used herein shall mean any information, whether oral, written, graphic or computer information exchanged between the two Parties herein. The recording of any deed required for the consummation of the Transaction in the public records of the county where the property is located, however, shall not be considered a disclosure of Confidential Information or a breach of this Agreement.

The Parties each agree not to use any Confidential Information disclosed to it by the other Party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Transaction(s). Neither Party shall disclose or permit disclosure of any Confidential Information of the other Party to third parties or to employees of the Party receiving Confidential Information, other than agents, accountants attorneys, directors, officers, employees, consultants and agents of the Parties who agree to be bound by the terms of this Confidentiality Agreement, who are required to have the information in order to carry out the discussions regarding the Transaction(s) and who have been informed of the confidential nature of the Confidential Information and the obligations of this Confidentiality Agreement. Each Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Confidentiality Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving Party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each Party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing Party which may come to the receiving Party's attention.

In addition to the obligations to keep the Confidential Information, the Parties agree that, except as may be required by law, subpoena, or court order, neither Party shall (a) directly or indirectly disclose, publish, or otherwise communicate to any person, firm, corporation, or other entity any information or facts regarding this Confidentiality Agreement and/or the Transactions contemplated hereby; or (b) in any way defame or disparage the personal and/or business reputation, practices, or conduct of the other Party or its affiliates, including, without limitation, by the making of any statements regarding this Confidentiality Agreement and/or the Transactions contemplated hereby and/or the course of dealings between the Parties regarding this Confidentiality Agreement and/or the Transactions contemplated hereby. In the event that one Party is served with a subpoena or other request for discovery within a legal or regulatory proceeding seeking the production of this Confidentiality Agreement or the disclosure of any information required to be maintained confidential hereby, that Party shall first give prompt notice thereof to the other Party so that said Party may have an opportunity to defend against the disclosure of the terms of this Confidentiality Agreement and any confidential information subject to such subpoena or discovery request. Each Party understands and agrees that he/she/it shall be entitled to enforce the obligations imposed on the other Party by this Confidentiality Agreement through specific performance and that each Party shall be entitled to an injunction in order to enforce this Confidentiality Agreement. In the event that a Party is required to seek specific performance and/or a permanent injunction to enforce this Confidentiality Agreement, the other Party shall be liable for all expenses, including attorneys' fees, incurred by the Party who pursued such action. The provisions of this Confidentiality Agreement shall survive the closing of the Transactions contemplated hereby.

The execution of this Confidentiality Agreement, and the performance of the covenants and promises contained herein, is a matter of convenience for the Parties, and neither the execution of this Confidentiality Agreement nor the offering or acceptance of the consideration supporting it shall constitute or be considered as

an admission of any fact or as an admission, acknowledgement, or recognition of any fault, want of due care, negligence, or liability whatsoever by either Party.

The terms and conditions of this Confidentiality Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.

All Names should be both signed and printed.

Buyer:

➤ _____

Buyer Printed Name

➤ _____

Buyer Printed Name

Seller:

➤ _____

Seller Printed Name

➤ _____

Seller Printed Name

Buyer's Broker:

_____/_____
Name of Brokerage Firm Broker Code

➤ _____

Agent Printed Name

Seller's Broker:

_____/_____
Name of Brokerage Firm Broker Code

➤ _____

Agent Printed Name