

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is made as of the ____th day of _____, 2023, by and between Coldwell Banker Realty, Gail Coughlin, its authorized agent (“**Discloser**”), and _____, (“**Potential Purchaser**”).

Recitals:

A. Potential Purchaser is exploring the possibility of entering into a transaction under which it may acquire certain property from Owner known 10205 Reading Road, Evendale, OH 45241 (“Disclosed Property”).

B. Potential Purchaser has requested Owner to provide certain confidential financial and business information, including the existing leases, rent rolls, financing opportunities, and any other financial or property information, to Potential Purchaser.

C. Owner requires that any information received relative to the Transaction be kept confidential.

Agreement:

Now therefore, for good and valuable consideration, mutually exchanged, the parties agree as follows:

1. Recitals Incorporated. The recitals are hereby incorporated into and made a part of this Agreement.

2. Confidentiality.

A. “**Confidential Information**” means all of Owner’s financial and business information which is provided to Potential Purchaser during the term of this Agreement. Information which is or becomes available from public sources is not Confidential Information.

B. Potential Purchaser, and Potential Purchaser’s Agent(s) (defined below) hereby acknowledge that all of the Confidential Information is, and shall continue to be, the exclusive proprietary property of Owner.

C. Potential Purchaser agrees that it will not disclose any information provided by the discloser to any party without the prior written agreement of the discloser under penalty of law.

D. Potential Purchaser shall be liable to Owner for any breach of this Agreement by any person or entity to whom Potential Purchaser discloses any Confidential Information pursuant to paragraph C above, except with respect to persons or entities to whom disclosure is required by law. Potential Purchaser agrees that it will take all reasonable measures to protect the confidentiality of and avoid disclosure and unauthorized use of Confidential Information. Without limiting the foregoing, Potential Purchaser shall instruct Potential Purchaser’s Agents who have access to Confidential Information about this Agreement and such Potential Purchaser’s Agents shall be bound to the terms of this Agreement.

E. Upon request of Discloser, Potential Purchaser shall return to Owner all Confidential Information delivered to Potential Purchaser except for electronically stored Confidential Information, which will be destroyed by Potential Purchaser. Potential Purchaser shall not use or appropriate any Confidential Information for any purpose whatsoever, other than to explore the possibility of the Transaction described herein.

3. Remedies. In the event of a breach of this Agreement, Owner shall have all rights and remedies at law and in equity, including, but not limited to, injunctive and other equitable relief. Further, Potential Purchaser acknowledges that if Potential Purchaser does not uphold its obligations hereunder, Owner may be irreparably harmed and monetary remedies may be inadequate to compensate or protect Owner. Thus, Owner shall have the right to, among other things, specifically enforce this Agreement.

4. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them. This Agreement may not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing signed by Potential Purchaser and Owner.

5. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

6. Miscellaneous. This Agreement shall be governed by the laws of the State of Ohio. There is no Broker entitled to a commission in this transaction except Gail Coughlin, Coldwell Banker West Shell, who is acting as a buyer-broker.

7. Survival. This Agreement shall terminate upon the acquisition of the property by Potential Purchaser from Owner, and otherwise shall continue for a period of sixty (60) months from the date hereof.

8. Savings Clause. In the event that any term or provision of this Agreement is invalidated at any time by court decision, statutory provision, governmental regulation, or otherwise, the remaining terms and provisions of this Agreement shall remain in full force and effect and be fully binding upon the parties.

POTENTIAL PURCHASER:

DISCLOSER:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____