

## **Principal Confidentiality Agreement**

This Confidentiality Agreement (“Agreement”) is made and agreed to for the benefit of the undersigned party (“Receiving Party”), the owner of the subject property (the “Seller”) and undersigned broker Matthews Real Estate Investment Services (“Broker”). Now therefore in consideration of the privileges granted to Receiving Party with respect to receiving certain confidential information, and other good and valuable consideration, the Receiving Party hereby agrees to the following:

### **I. Confidential Information:**

Receiving Party will receive confidential information regarding a property referred to as: **168-176 OCEAN AVE.** Prospect agrees to not disclose to any person that the Subject Property may be available for sale or lease, or that discussions or negotiations are taking place concerning the Subject Property, nor any terms, conditions, or other facts with respect to the property, including but not limited to tenant information, lease rates, lease expirations, income and expenses, and any such possible purchase, including the status thereof. The term “person” used in this agreement shall be interpreted broadly and shall include, without limitation, any corporation, company, partnership or individual other than parties to which Broker approves in writing. Receiving Party may share information with directors, officers, employees, agents, affiliates, counsel, lending sources, accountants or representatives of Receiving Party that Receiving Party notifies of the requirements of this Agreement. Receiving Party agrees to not contact the Subject Property owner, management, tenants, lender, vendors, insurers, employees, or the customers of any business at the site.

### **II. Acting as a Principal:**

Receiving Party acknowledges that Broker is working an agency capacity as representing the Seller only in this transaction and Matthews Real Estate Investment Services is the only Broker involved in this potential transaction. Receiving Party agrees to not be involved in any arrangement to lease or purchase the property, in whole or in part, as a lender, partner, buyer of the note, buy in foreclosure, buy from bankruptcy court, or in any other manner acquire an investment in, joint venture or control of the property, unless Matthews Real Estate Investment Services is paid a commission at closing as per separate agreement with Seller.

### **III. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the state in which the property is located. This agreement will expire two years from the date hereof.