COMMERCIAL REAL ESTATE NON-DISCLOSURE AGREEMENT

This COMMERCIAL REAL ESTATE NON-DISCLOSURE AGREEMENT (hereinafter known as the "Agreement") is made between _____ (hereinafter known as the "Buyer"), _____ (hereinafter known as the "Seller") and _____ (hereinafter known as the "Agent") in consideration of disclosure of confidential and proprietary information in connection with the Buyer's consideration of purchasing, leasing or investing in real estate owned and/or managed by the Seller, effective on this _____ day of _____, 20_____ (hereinafter known as the "Effective Date").

Article I: The Property

In order to allow the Buyer to properly evaluate a possible acquisition or investment of
_____
(hereinafter known as the "Property"), the Seller will furnish the Buyer with confidential and proprietary information. The Buyer shows genuine interest in the Property and understands and acknowledges the sensitive nature of the confidential information.

Article II: Confidential Information

A. Definitions. "Confidential Information" refers to all technical, marketing, financial and other business information and material that is confidential and proprietary, whether in oral, written, electronic or other form, and all reports, notes, analyses, studies or other documents which contain or otherwise reflect any such information.

B. Exclusions. Confidential Information does not include information which:

(i) was in the Buyer's possession prior to disclosure by the Seller;

(ii) is or becomes available to the public through no act or breach of agreement by the Buyer;

(iii) is received by the Buyer through a third party who is not bound by any obligations of confidentiality relating to such information; or

(iv) has been developed by the Buyer or any third party without any use of, reliance on, or reference to any Confidential Information.

C. Return of Confidential Information. At the conclusion of any negotiation, agreement or transaction relating to the Property, upon termination of this Agreement or at the request of the Seller, the Buyer agrees to promptly return or destroy all Confidential Information without retaining any copies thereof or any notes relating thereto.

Article III: Disclosure

A. Non-Disclosure. The Buyer shall not use or disclose Confidential Information for any purpose other than evaluation in regard to a possible acquisition or investment or to any

other person or business entity, nor shall the Buyer permit any third party (employees, officers, directors, agents, consultants or contractors) to do the same. The Buyer shall not and shall not permit any third party to disclose to any other person or business entity the fact that any discussion or negotiations are taking place with respect to the Property. All parties agree to keep potential transactions and the terms of this Agreement completely confidential.

B. Representatives. Confidential Information shall only be disclosed to the Buyer's employees, officers, directors, agents, consultants or contractors who need to know such information solely in connection with business opportunities relating to the Property. All such representatives shall be informed by the Buyer of the confidential nature of the Information and shall be bound by the terms herein.

C. Compelled Disclosure. Buyer may disclose Confidential Information only when acting in compliance with a civil investigative demand, valid court order or other legal obligation, provided that the Buyer notifies the Seller of any such request as promptly as feasible.

Article IV: Term

This Agreement and all the terms, conditions and provisions hereof shall survive for a period of _____ from the date of the closing of any purchase, lease or investment agreement, whether the transaction is successful or unsuccessful, or if the Confidential Information becomes publicly available, whichever occurs first.

Article V: General Provisions

A. Entire Binding Agreement. This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may only be amended or modified by a writing signed in advance by the parties. This Agreement is binding upon the successors, assigns and legal representatives of the parties, and protects Confidential Information of any successors or assigns of the Seller.

B. Remedies. The Buyer understands and agrees that failure to perform any and all obligations hereunder, or failure to comply with any terms or conditions hereof, could cause the Seller irreparable harm for which monetary damages are not adequate compensation. Accordingly, the Seller shall be entitled to injunctive relief to specifically enforce the terms of this Agreement, in addition to any other remedies available to it at law or in equity.

C. Accuracy. Seller makes no representations or warranties with respect to the accuracy or completeness of the Confidential Information or otherwise under this Agreement, and hereby disclaims all implied warranties. Buyer agrees not to hold liable the Seller, Agent nor any other representative arising from the use or disclosure of the Confidential Information.

D. Contact. Buyer shall not contact any of the Property's employees, suppliers, customers or tenants, nor enter into any discussion with the above-mentioned, at the Property without the express written permission of the Seller.

E. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be eliminated or limited to the minimum extent such that the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

F. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of _____ without reference to its choice of law rules and as if wholly performed within the State. Any litigation regarding the interpretation, breach, or enforcement of this Agreement will be filed in and heard by the state or federal courts with jurisdiction to hear such disputes in the State and both parties hereby submit to the jurisdiction of such courts.

G. Prevailing Party. If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorneys' fees and other expenses incurred by the prevailing party.

IN WITNESS WHEREOF, the parties hereto understand and agree to the terms and conditions herein and have executed this Agreement as of the dates written below.

Buyer Signature _____ Date _____

Buyer Printed Name _____

Seller Signature _____ Date _____

Seller Printed Name _____