



**BLOOMTREE
REALTY**

102 W. Gurley St., Suite 102, Prescott AZ 86301
Bus. 928-443-8800

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

Date: _____

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT: Participants request additional information about available property(s) for the purpose of evaluation as potential acquisition candidates. It is understood that the offering of properties is subject to prior sale, withdrawal, revocation, alteration or change at any time without notice. Buyer is responsible for all due diligence.

NON-DISCLOSURE: To prevent improper distribution, Participants agree that the information supplied, with regard to the property(s) is confidential in nature and agree not to disclose the property ('s) identity to parties who are not a party to this potential sale. Excluded from this provision are staff and/or advisors involved in the decision-making process.

NON-CIRCUMVENTION: Participants will not directly deal with third parties introduced, during this process, in an attempt to circumvent any party involved, or to allow any party involved in the transaction(s) to avoid the payment, to the Brokers, Agents and/or Facilitators, of agreed fees.

In connection with the possible interest of the clients of _____(Purchaser's Agent) and _____(**Purchaser**) in acquiring certain assets commercial buildings located at 301-309 N Alarcon in Prescott, AZ (**Seller**), Seller is prepared to furnish to Purchaser and its Representatives (as defined below) certain information which Seller regards as confidential, non-public or proprietary in nature (Evaluation Material). The term "Evaluation Material" shall mean and shall include any and all information concerning such assets which is disclosed to or acquired by Purchaser from or on behalf of Seller or which is obtained by Purchaser through inspection of the assets and/or inquiries concerning Seller, and said term shall include all memoranda, notes, reports, and documents, including, but not limited to information, and all copies and extracts thereof prepared by Purchaser in connection with the evaluation of the possible purchase of the referenced assets.

1. Recognizing that the Evaluation Material may be useful in competition with Seller or for other purposes, it is agreed that Purchaser will use the Evaluation Material only for the purpose of evaluating the possible acquisition of the assets.

2. Purchaser acknowledges that the Evaluation Material constitutes valuable secrets of the Seller. Purchaser further recognizes and acknowledges that the business of Seller is highly sensitive, that the Evaluation Material is **not generally known to the public** and that it must be kept confidential in order to protect the competitive position of the Seller. Based on the foregoing,

A. Purchaser agrees that it will keep the Evaluation Material confidential and will not, except with the prior written consent of Seller, in writing, disclose any of the Evaluation Material to any person, provided that Purchaser may disclose the Evaluation Material to those of its directors, officers, employees affiliates and advisors (all persons to whom such disclosure is permissible being collectively called "Representatives") who need to know such information for the purpose of evaluating the possible acquisition of the assets. All of the Representatives shall be informed of the confidential nature of the Evaluation Material and shall agree, in writing, to be bound by the terms of

this Agreement, not to use the Evaluation Material other than for the purposes contemplated, and not to disclose the Evaluation Material to any other person without the prior written consent of Seller.

In the event that Purchaser or any of its Representatives become legally compelled to disclose any of the Evaluation Material, Purchaser will provide Seller with prompt prior written notice of such requirement so that Seller may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or Seller waives compliance with the provisions hereof, Purchaser may disclose that portion of the Evaluation Material that Purchaser believes is legally required.

A. The term "Evaluation Material" does not include any information that (i) at the time of disclosure or thereafter is generally available to or known by the public (other than as a result of a disclosure directly or indirectly by Purchaser or its Representatives), (ii) was or is available to Purchaser on a non-confidential basis provided that such source is not or was not at the time of disclosure known by Purchaser to be bound by a confidentiality agreement with Seller, or (iii) is independently developed by Purchaser or its Representatives or affiliates without use of the Evaluation Material.

B. Purchaser promptly will, upon Seller's request, return all Evaluation delivered to Buyer and destroy all copies of the Evaluation Material in its possession or in the possession of its Representatives. Purchaser will certify compliance with this paragraph at the request of Seller.

C. Purchaser agrees not to contact employees, subcontractors, suppliers, business associates, bankers, lessors, lessees, creditors or debtors of Seller concerning this transaction without the prior specific approval of Seller.

D. In consideration of the foregoing undertakings by Purchaser and in consideration of inducing Purchaser to conduct its evaluation of the possible acquisition of the assets, Seller agrees that it will, and that it will cause its shareholders to, negotiate with Purchaser concerning any business combination, sale of stock of Seller.

This Agreement is for the benefit of Seller and Purchaser. This Agreement will be governed by and construed in accordance with the laws of the state where the assets are located. Purchaser's obligations under this Agreement will expire one year from the date of this Agreement except that obligation to keep the Evaluation Material confidential (Section 2) and return and/or destroy the Evaluation Material (Section C).

Buyer further agrees to deal directly with the Seller's Broker, and will not attempt either by himself, or by or through any other third party or parties to directly negotiate, or attempt to direct negotiate with the seller, or attempt to circumnavigate the seller's broker.

If you agree with the foregoing, please sign and return.

Respectively yours,

Purchaser's Agent

CONFIRMED AND AGREED TO AS TO FORM AND CONTENT

Signature of Purchaser: _____ Date: _____

Printed Name:

Signature of Purchaser: _____ Date: _____

Printed Name: