

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made and agreed to by the prospective purchaser _____ (“Purchaser”) regarding the real property described as **Mixed-Use Building in Angola, Indiana** (“Property”). The Purchaser has requested information, much of which is highly confidential, on the Property from Sturges Property Group (“Broker”) the exclusive listing broker for the owner of the Property (“Owner”). The Owner of the Property has instructed the Broker to deliver information concerning the Property (“Information”) only to those Purchasers who agree to the terms of and sign this agreement. The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of Broker’s listing agreement with the Owner.

THE PURCHASER AGREES AS FOLLOWS:

1. This Agreement applies to all Information received from Broker or Owner, now or in the future, which is not readily available to the general public. Purchaser acknowledges that all such information is confidential, valuable and proprietary.
2. Purchaser agrees to keep all Information confidential and not to disclose or reveal any Information to any person other than those agents or employees of Purchaser who are actively and directly participating in the evaluation of the proposed purchase of the Property or who otherwise need to know the Information for the purpose of evaluating the proposed purchase of the Property and to cause those persons to observe the terms of this Agreement and not to use the Information for any purpose other than in connection with the evaluation of the proposed purchase of the Property. In the event the purchase of the Property is not consummated by the Purchaser, upon the request of either Owner or Broker, Purchaser will promptly return all of the Information to Owner or Broker in the form received including all copies or extracts thereof that have been made by Purchaser or its representatives.
3. Without prejudice to the rights and remedies otherwise available to Broker or Owner, Broker and Owner shall be entitled to equitable relief by way of injunction if Purchaser or any of its representatives breach or threaten to breach any of the provisions of this Agreement.
4. Purchaser shall not contact any persons concerning the Property other than Broker without the written consent of Broker or Owner, such persons including, without limitation, Owner’s employees, suppliers and tenants.
5. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in connection with the purchase of the Property (except advisors working on behalf of pension fund clients). Purchaser agrees that in the event it is working with any other broker or agent other than Sturges Property Group in connection with the Property, Purchaser will be solely responsible for paying such broker’s fee.
6. Delivery of the Information does not constitute any representation or warranty, express or implied, as to the accuracy or completeness thereof. Representations and warranties with respect to accuracy of any Information shall be limited to those written representations and warranties signed by the Owner in a written purchase agreement or other document executed and delivered by Owner in connection with the consummation of Purchaser’s purchase of the Property.
7. The person(s) assigning this Agreement on behalf of Purchaser represents that they have authority to bind Purchaser and all persons acting on behalf of Purchaser to the terms of this Agreement.
8. Purchaser acknowledges that Purchaser has been informed that Sturges Property Group is acting as Agent of the Owner of the Property and any information given by the Purchaser to Sturges Property Group or its Agents may be disclosed to Owner

PURCHASER:

By: _____

Printed Name: _____

Date: _____

Phone: _____

Email: _____