

Confidential Listing Agreement

You have requested information for the purpose of evaluating the potential purchase or lease of a business, premises or property hereinafter the 'Property' whereas the existing employees, and or tenants may not have knowledge of a potential transaction that may or may not affect their employment or tenancy. Therefore this Information may be provided to you if you agree to the following conditions and kept in confidence from all other parties. By your signature below, you certify that you understand and agree to the following conditions (the "Conditions"):

1. Any information concerning the Property which you are provided in any form (the "Information"), and whether from Merritt Realty Corporation (Owner's Broker), the Owner(s) or any of their officers, agents, employees, or affiliates (collectively) the accuracy of completeness and no legal liability is assumed with respect thereto. The only exceptions to this will be specific representations or warranties, if any, that are made in writing and properly executed by the Owner(s). Any projections should be considered as opinion and are not guaranteed. Information will only be used to evaluate your interest in purchasing and or leasing the property or business and for no other purpose.

2. You agree to not use the Information in any way that is detrimental to Owner or Owner's Broker and with the exception of information generally known to the public; you will keep the Information confidential. You will not copy or distribute the Information with our written authorization from Owner's Broker.

3. The Information may be shared with the people involved in evaluating your potential purchase of the Property ("Related Parties") on the condition that you make them aware of this Agreement. Should you distribute Information to anyone else, you agree to be responsible for having him or her sign a copy of this Agreement. Except for the purposes related to your purchase evaluation, you will not copy or distribute the Information without written authorization from Owner's Broker. You agree to not market the Property, and to not disclose to anyone other than Related Parties that the Property is for sale, unless you have received specific written approval from Owner's Broker. You indemnify Owner and Owner's Broker from and against any claims, which result from your distribution of this information. Owner and/or Owner's Broker may use any legal remedy in order to settle damages, which may arise from your breach of this agreement including all Owners or Owner's Broker's legal fees among other damages.

4. Neither Owner nor Owner's Broker shall be bound by any agreement, unless it is in writing and properly executed by an officer of the company. The Owner retains the absolute right to reject any offer at any time without giving any reason therefore.

5. Any "Evaluation Material" (including, but not limited to, the sales or leasing brochures, plans, maps, lease, additional rent breakdowns, summaries business plans, rent rolls, etc.) that you receive from the Owner shall remain the property of the Owner and shall be promptly returned upon Owner's request or, if you decide not to pursue the purchase of the Property.

Agreed and accepted this _____ day of _____ 202____

X_____

Name _____

Phone _____

Email _____