

CONFIDENTIALITY AGREEMENT

The Agreement is made this _____ day of _____, in the year _____, by and between COMMERCIAL PROPERTY SERVICES (hereinafter “Disclosing Party”) and _____ (hereinafter “Receiving Party”). For the purposes of this Agreement, information regarding the acquisition of the property known as Ohio Savings Bank Building 2618, N. Moreland Boulevard and 13112 N. Larchmere Blvd., Cleveland, OH 44120 or any related information or negotiations, its real estate assets, principals, officers, employees, agents, staff or consultants, or affiliated companies, individuals, organizations, partnerships or entities, including their respective principals, officers, employees, agents, staff or consultants, are considered Confidential Information and are subject to all the terms and stipulations, so stated herein.

Non-Disclosure and Non-Circumvention

For the purposes of this Agreement, Confidential Information shall mean:

All information related to the actual or proposed real estate or business acquisition, venture or partnership so named herein, including particularized data regarding its principals, participants, location, concepts or business plan.

In consideration of the Disclosing Party’s release of Confidential Information to the Receiving Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party.
2. The Receiving Party shall carefully restrict access to the Confidential Information and shall not, without the prior written approval of the Disclosing Party, use for its benefit, disclose to others or permit the use by others, any of the Confidential Information. Confidential information shall not be shared with the current Tenants of Piazza Bella Centro.
3. Without the prior written approval of the Disclosing Party, the Receiving Party shall not directly or indirectly utilize the Confidential Information to circumvent the Disclosing Party by directly or indirectly contacting, pursuing or even responding to any individuals, agents or principals involved directly or indirectly with regard Piazza Bella Centro.

General Provisions and Conditions

This Agreement, the undersigned’s obligations hereunder, shall be binding on the representatives, assigns and successors of the Undersigned as well as the individuals, organizations, partnerships and/or entities, so named herein.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party is such action shall be entitled to reasonable attorney’s fees.

This Agreement constitutes the sole understanding of the parties about the subject matter hereof and may not be amended or modified except in writing signed by each of the parties to the Agreement.

Acknowledgement

The Receiving Party shall submit in writing, to the Disclosing Party, the names of all parties and their related entities, to which the Receiving Party (as named in this Agreement) would like to provide Confidential Information. All parties to receive Confidential Information must be pre-approved in writing by the Disclosing Party, as named in this Agreement. All new parties receiving Confidential Information must execute a Confidentiality and Non-Circumvention Agreement containing the same covenants, conditions and general provisions as so stated herein. The Confidentiality and Non-Circumvention Agreement with the new party shall also name _____ an additional Disclosing Party, to the new Agreement.

By signature hereunder, the Undersigned acknowledge and accept the covenants, conditions and general provisions as so stated herein. Furthermore, this Agreement in regard to non-disclosure shall continue in full force and effect for a period of one (1) year from the day and year first above written.

In Witness Whereof, the parties to this Agreement have duly executed on the day and year first above written.

Disclosing Party:

Receiving Party:

By: _____

By: **Error! Bookmark not defined.**

Name Printed: Brad Clark

Name Printed: _____

Title: Broker

Title: **Error! Bookmark not defined.**

Date: _____

Date: _____