

Non-Disclosure Agreement (Agreement)

WHEREAS, **Crestview Plaza, LLC**, LLC (Company) shall furnish to _____ (Prospective Buyer/Broker), certain confidential and proprietary information relating to the affairs of the properties commonly known as **12627 E. Central Ave., Wichita, KS**, solely for the purpose of using such information, to evaluate its possible acquisition (Contemplated Purpose). Any written, electronic, oral and/or visual information disclosed by Company, and all reports, studies, analyses and documents based thereupon, shall be referred to herein as (Confidential Information).

WHEREAS, Prospective Buyer/Broker agrees to review, examine, inspect or obtain such Confidential Information only for the Contemplated Purpose described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

BE IT KNOWN, that Company has or shall furnish Prospective Buyer/Broker certain Confidential Information, all on the following conditions:

1. Prospective Buyer/Broker agrees to hold all Confidential Information or trade secrets in trust and confidence and agrees that it shall be used only for the Contemplated Purpose, and shall not be used for any other purpose. Prospective Buyer/Broker shall keep the Confidential Information secret and confidential and shall prevent its disclosure for a period of two (2) years commencing with the date of this Agreement
2. At the conclusion of any discussions, or upon demand of Company, all Confidential Information shall be returned to the Company without making any copies or reproduction thereof.
3. Prospective Buyer/Broker agrees that it will use any Confidential Information solely for the Contemplated Purpose of evaluating a transaction and that reasonable precautions will be taken to keep the Confidential Information provided confidential, however, you may disclose Confidential Information to your directors, officers, agents, or advisors (collectively representatives) who have the need to know such information. Such “representatives” shall be bound by the same terms and conditions of this Agreement.
4. Prospective Buyer/Broker agrees that in the event that tenant information (rent roll, etc.) is provided that Prospective Buyer/Broker shall not have any contact with any current tenants without the express written permission of the Company. Such contact will be considered unlawful interference with a business relationship.
5. Prospective Buyer/Broker acknowledges that any information obtained from Company by virtue of this Agreement is of a confidential and proprietary nature.
6. Prospective Buyer/Broker shall have no obligation with respect to any information known by the Prospective Buyer/Broker, or as may be generally known within the industry or business community, prior to the date of this Agreement, or that shall become common knowledge within the industry or business community thereafter.
7. Prospective Buyer/Broker will not publicly disclose the fact that Prospective Buyer/Broker has received Confidential Information for the Contemplated Purpose.
8. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

9. This constitutes the entire Agreement.

Executed this _____ day of _____, 2020.

Prospective Buyer

By:

Title

Prospective Buyer/Broker, if you are currently represented by a Brokerage Firm, please disclose to InSite Real Estate Group, LLC at this time.

By:

Title

Broker