

# CONFIDENTIALITY AGREEMENT

**The Reef**  
**33 Union Avenue**  
**Manasquan, NJ 08736**

Prospective Buyer:

Agent/Company for Prospective Buyer:

Date:

**THIS CONFIDENTIALITY AGREEMENT** is made and entered into on the above named Prospective Buyer and: **33 Union Avenue, LLC** (hereinafter referred to as "Seller"), the owner of **The Reef** (hereinafter referred to as the "Property")

## STATEMENT OF PURPOSE:

Prospective Buyer has requested that Seller provide preliminary information on the income produced and the expenses incurred in owning and operating the Property. In the event that an agreement is reached between the parties concerning the purchase and sale of the Property, a Contract will be drawn and reviewed by counsel for the parties.

In consideration of the foregoing, and of the mutual promises contained herein, the parties agree as follows, intending to be legally bound hereby:

1. Confidentiality. During the course of the negotiations referred to in the Statement of Purpose above, Seller may from time to time reveal to Prospective Buyer, either orally, in writing or by inspection, certain confidential information. Such "confidential information" to be disclosed or inspected, might include financial statements, cost and expense data, client lists, and such other information as may be supplied by Seller, which information is not generally obtainable from public or published information or from professional sources.

Prospective Buyer hereby agrees to retain in confidence, and to require its consultants, professional representatives, and agents to retain in confidence, all such confidential information transmitted to any of them and neither Prospective Buyer nor those which act on his/her behalf shall disclose such confidential information to others, or permit the use or disclosure of, any such confidential information obtained from or revealed by Seller or Seller's Agent.

2. Termination of Negotiations. If negotiations do not commence, or in the event that negotiations commence but then either party terminates negotiations for any reason, each party shall immediately deliver to the other (without retaining copies thereof) any and all documents or other information obtained from the other party in connection with such negotiations.

The parties each hereby confirm that any information not contained in online information sources which was disclosed by Seller or Seller's Agent to the Prospective Buyer and/or the Agent for the Prospective Buyer prior to the execution of this Agreement shall be subject to the terms of this Agreement.

3. Notices. Any notice given under this Agreement shall be in writing and shall be delivered to each party by Notice to the Agent representing the party, or to such other address as the recipient shall have advised the sender in writing. Facsimile transmissions shall be deemed as adequate notice herein.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

The parties have executed and delivered this Agreement on the date first written above.

**Prospective Buyer**

---

Buyer's Real Estate Agent

---

**33 Union Avenue, LLC**

---

Authorized Signatory