

## REAL ESTATE NON-DISCLOSURE AGREEMENT (CONFIDENTIALITY)

**1. The Parties.** This Commercial Real Estate Non-Disclosure Agreement, in anticipation of entering into a purchase or lease agreement hereinafter known as the "Agreement", made this 08/05/2024 between:

Potential Buyer: [POTENTIAL BUYER NAME], hereinafter known as the "Potential Buyer".

Potential Seller/Landlord: Johnson Brothers INC, hereinafter known as the Potential "Seller" or "Landlord".

Agent(s) (if any): Ashley West/Tracy Lego hereinafter known as the "Agent(s)".

Collectively, the above-named persons or entities, shall be known as the "Parties".

**2. The Property.** In connection with the Potential Buyer's consideration of a possible purchase or lease of the Seller's/Landlord's real estate located at 460 Colonial Trail East, City of Surry, State of Virginia, hereinafter known as the "Property", the Parties agree to the following terms and conditions:

**3. Genuine Interest.** The Potential Buyer is genuinely interested in purchasing or leasing the Property from the Seller/Landlord.

**4. Permitted Use.** The Potential Buyer and Potential Seller/Landlord will use the confidential information solely for purposes of evaluating the sale or lease of the subject Property.

**5. Confidential Information.** The Potential Buyer and Potential Seller/Landlord acknowledges that all information and materials furnished between the parties or Agent(a) concerning the Property is confidential and may not be used for any purpose other than the Potential Buyer's or Seller/Landlord's evaluation for a possible purchase or lease of that certain property as more fully described in the aforementioned purchase/lease agreement. Access to any information furnished by all parties or their Agents will be limited to attorneys, accountants, financial representatives, business advisors and other necessary parties directly involved with the Property to complete the "Due Diligence" review for the subject property.

**6. Nondisclosure.** Potential Seller/Landlord and Potential Buyer and Agent(s) all agree not to disclose to any other person or business entity the fact that any discussion or negotiations are taking place with respect to the Property, including any business located therein, or the actual or potential terms, conditions or facts involved in any such discussions or negotiations except as may be required by any licensing or regulatory authorities.

**7. Discretion.** Potential Buyer agrees not to contact the Property or Business employees, suppliers, or customers except through the Agent or Seller/Landlord. Potential Buyer further agrees not to circumvent or interfere with the Agent's listing agreement or lease with the Seller/Landlord in any way.

**8. Binding Effect.** This Agreement shall be governed and construed in accordance with the laws of the State of Virginia, and shall survive the settlement between Potential Buyer and Potential Seller/Landlord or if the information becomes publicly available, whichever occurs first.

**9. Cost of Enforcement.** In the event either party commences a judicial action to enforce the provision of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, all costs and expenses incurred by it in the prosecution of defense of such action, including reasonable attorneys' fees.

**10. Warranty.** If the Agent(s) is/are providing the confidential information, the Agent(s) does/do not guarantee, warrant, either expressed or implied, any information and/or figures supplied by either party. The Parties should rely on their own verification of this information as a part of their due diligence.

**11. Reproduction Prohibited.** No copies shall be made or retained of any written information supplied to Potential Buyer by the Potential Seller/Landlord. At the conclusion of any discussion, negotiation or upon demand by the Seller/Landlord, all information including notes, photographs, financial statements, or any other details released to the Potential Buyer shall be destroyed or returned to the Potential Buyer or Potential Seller/Landlord or Agent(s). Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this agreement.

**Potential Buyer's Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Potential Seller/Landlord's Signature** *Stephen Johnson* dotloop verified  
1581302412215 PM EDT  
18852XZG-UHJL-W5ET **Date:** \_\_\_\_\_

**Print Name:** Johnson Brothers INC by: Stephen Johnson "President" \_\_\_\_\_