



CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

In connection with the possible acquisition (the "Transaction") by you (the "Prospect") of the property known as **2 POTOMAC STREET** located at **110 BUFFALO ROAD, ROCHESTER, NY 14611** (the "Property") Jim Pappas Commercial Real Estate, ("JPCRE") the Listing Broker for the Property will furnish you information regarding the Property, including confidential and proprietary information (the "Evaluation Material"). In consideration of your being furnished such information, Prospect hereby agree as follows:

1. The Evaluation Material shall be used by the Prospect solely for the purpose of evaluating the Transaction, and for no other purpose. Such information, in whatever form, shall be kept confidential by Prospect and your advisors.
2. Without prior written consent, Prospect shall not, and shall require that your advisors do not, disclose to any person either the fact that discussions or negotiations are taking place between the Property and you concerning the Transaction, or any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.
3. Although JPCRE and the Property owner will endeavor to include in the Evaluation Material information known to them which they believe to be relevant for the purpose of your investigation, you acknowledge that JPCRE, the Property owner and its advisors have not made and do not make any representation or warranty as to the accuracy or completeness of the Evaluation Material, and agree that JPCRE, the Property owner and its advisors shall not be liable to you or any of your representatives or advisors resulting from the use of the Evaluation Material.
4. Upon request of JPCRE Prospect shall promptly deliver to JPCRE all Evaluation Material, including all copies of all or any part thereof, which is in written or other tangible form. Notwithstanding the return of the Evaluation Material, you and your representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder.
5. In the event that Prospect should be in violation of this agreement, Property owner shall be authorized to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief, and any costs and reasonable attorney's fees associated with or resulting from Owner's enforcement of this Agreement, as well as damages attributable to such violation, which rights and remedies shall be cumulative and in addition to any other remedies or rights to which Owner may be entitled.
6. Prospect shall not be liable for disclosure or use of any Proprietary Information if the same:
 - A. Is within the public domain at the time it was disclosed; or
 - B. Was previously known by you; or
 - C. Comes into the public domain at a later date through no fault of yours; or
 - D. Is disclosed or used by you with the prior written consent of Property owner or JPCRE.
7. Any rights or obligation granted or imposed hereunder are not assignable or transferable by a party without written consent of the other party.
8. Any action at law or in equity to enforce the terms and conditions of this Agreement shall be brought in Monroe County, New York.

PROSPECT:

Signature: _____

Date: _____

Print Name: _____ I

Company: _____

Address: _____

