

YOUR COMPANY NAME HERE
NON-DISCLOSURE, CONFIDENTIALITY AND NON-CIRCUMVENT
AGREEMENT

This is an Agreement regarding confidentiality and non-circumvention with respect to contemplated real estate or other business transaction(s) between the parties made this _____ day of _____, 2009. Between **YOUR BUYERS NAME** whose contact information is: **YOUR BUYERS ADDRESS** (hereinafter known as “**Receiving Party**”) and **YOUR COMPANY NAME**, whose contact information is **YOUR ADDRESS HERE** (hereinafter known at “**Disclosing Party**.”)

“Disclosing Party” and “Receiving Party” shall include each party's subsidiaries and parents and their respective directors, officers, agents, contractors, and employees ("affiliates"), and the rights and obligations of the parties hereto therefore also shall inure to such affiliates and may be enforced against the party or directly by or against such affiliates to the extent of the party's authority to act on behalf of such persons.

As an express condition to the party disclosing Confidential Information to the other party and in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. CONFIDENTIALITY: Confidential Information includes: (I) any information received from the Disclosing Party or information which is not otherwise available from the general sources of public information or becomes available on a non-confidential basis; or (II) the form or substance of any documentations, information or practice in connection with the financial or other transactions contemplated by or related to this agreement, including the price and terms of any purchase and sale or offer thereof. The Receiving Party shall not disclose any Confidential Information to any third party or its own subsidiaries, successors, assigns, or other entity controlled directly or indirectly by its principals or officers or stockholders, or to any employees, principals, clients, agents, purchaser, or seller which are not entirely and directly involved with the transaction contemplated by this agreement without the prior written consent of the Disclosing Party (except in summary form without disclosure of any specifics as necessary to evaluate investor or seller interest in the proposed transaction). The parties may disclose Confidential Information to their responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship and only if such Representatives are advised of the confidential nature of such Confidential Information, and the terms of this Agreement, and are bound by a legally enforceable agreement or code of professional responsibility to protect the confidentiality of such Confidential Information. The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and proprietary information.

2. NON-CIRCUMVENTION: In the process of negotiating or discussing the possibility of a transaction with the Receiving Party, the Disclosing Party may disclose and/or make known to the Receiving Party the names of certain person, agents, financial groups, lenders, firms, principals, or third parties which the Disclosing Party may be working with for the completion of this transaction or in its conduct of other business (for example, financing sources, consultants, or professional outside contractors such as accountants, agents, attorneys, and due diligence technicians). Even though either party may through reasonable inquiry

have been able to locate on its own efforts these third parties, with whom it may be dealing with in the process of generating and completing this transaction, the Receiving Party hereby agrees not to circumvent the Disclosing Party, and to refrain from dealing with any of the Disclosing Party's contacts directly or indirectly, without express prior written permission. It is the intention of the Disclosing Party to preserve and protect its contacts and sources in connection with all matters pertaining between the parties hereto. The Receiving Party will not make any effort to circumvent the Disclosing Party by taking any actions to directly or indirectly gain the benefits of the Confidential Information, including but not limited to communicating directly with any client, seller, consultant, or other third party which Disclosing Party has identified as having access to the Confidential Information. In particular, but without limitation, this shall prevent the Receiving Party from taking any action that would directly or indirectly circumvent the Disclosing Party's existing or potential financial interest in any contemplated transaction between the parties. Notwithstanding any other provision hereof, and without limitation as to other available remedies, Disclosing Party may request and obtain a court order to enjoin any act or acts of circumvention by Receiving Party.

3. ADDITIONAL PROVISIONS: In the event that it becomes necessary for the Disclosing Party to initiate and undertake any legal action or proceeding to interpret or enforce this Agreement, that matter shall be submitted to binding arbitration under the then-existing rules and procedures of a local arbitration service that uses arbitrators who are in good standing with the Florida State Bar, with expertise in real estate law. The prevailing party in an arbitration proceeding shall be entitled to recover from the losing party, in addition to any other remedy awarded in such proceeding, all costs of bringing the action, including reasonable attorney fees. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Florida, without regards to conflicts of laws principles, and as to its fair meaning and not strictly for or against either party, regardless of the drafter hereof. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

ACCEPTED AND AGREED:

(WHOLESALE COMPANY NAME)

(Company)

(Print Name and Title)

(Signature)

Dated

YOUR COMPANY NAME HERE

(Your Name and Title)

(Signature)

Dated