



Purchaser Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by Monopoly Real Estate, Inc. ("Broker") and _____ ("Purchaser") regarding the properties identified below as:

- a. _____
- b. _____
- c. _____

PURCHASER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the property has instructed Broker, as Transactional Broker, to deliver information concerning the Property, much of which is highly confidential, and will be made available only to those potential purchasers who acknowledge and execute this Agreement. By accepting information from Broker, Purchaser is aware of, and understands, that in the event a separate commission agreement has not been entered into between Broker and Owner specific to the property being reviewed, and a transaction occurs, in such circumstance a Buyer's Premium of three percent (3%) of the gross purchase price shall be owed to Broker by Purchaser, and will be due in full immediately upon closing. Prior to the initiation of any negotiation and subsequent offer to purchase, Broker shall disclose to Purchaser the status of any existing Brokerage Agreement, so that Purchaser can fully evaluate the total purchase price being offered.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, release, disseminate or transfer; any information obtained hereunder ("Information") to any other person or entity who is not covered by this agreement.
2. If Purchaser is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser understands that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
4. All information shall be used for the sole purpose of evaluating the potential acquisition of the Property and it shall not at any time, or in any manner, be used for any other purpose.
5. Purchaser shall not contact directly or negotiate with any person(s) concerning the Property, other than Broker, without Broker and or Owner's written permission. Such persons include, without limitation, Owner, Owner's employees, contractors, sub-contractors, lenders, legal representatives or agents.
6. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Disclosed Advisors working on behalf of their funds clients).
7. Neither Broker nor Owner make any representations or warranty's, expressed or implied, as to the accuracy or completeness of any information provided by them. Purchaser assumes full and complete responsibility for reconfirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
8. The Persons signing on behalf of Purchaser and Broker represent that they have the authority to bind the party for whom they sign.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
10. Purchaser acknowledges that, it is not represented by any outside Broker or Consultants relating to this matter who will be entitled to claim a commission or finder's fee. Monopoly Real Estate, Inc. is the sole Broker. If Purchaser and/or an entity to which Purchaser is a part of, or associated with, are successful in acquiring and closing the above referenced property, within twelve (12) months from the date below, it is hereby acknowledged that Monopoly shall be considered as the procuring cause.

PURCHASER: _____
COMPANY NAME

Authorized Signature: _____ Date: _____

Print Name/Title: _____

BROKER: Monopoly Real Estate, Inc.

Signature: _____ Date: _____

Simon C. Lipton, President/Broker