

Confidentiality Agreement

This CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into by **Silvestri Real Estate ("Broker")**, and _____ ("**Purchaser**"), regarding the Property known as **The Meadows, 3099 Kirklevington Drive, Lexington, KY 40517 (the "Property")**. Purchaser has requested information with regard to the Property from the Broker for the purpose of evaluating a possible acquisition of the Property. The Broker will deliver financial and other information concerning the Property ("Information") to the Purchaser, much of which Information is proprietary and highly confidential.

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 to any other person or entity, other than (a) to employees, officers, directors, partners, agents and representatives of Purchaser who are assisting in the evaluation of the Property, or (b) as required by law. *It is understood that the potential Purchaser is not to disclose any aspect of this property to any other real estate agent or appraiser until a signed contract or letter of intent is executed.*
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 or agents thereof who have need to know of the Information and who are specifically aware of the Agreement and agree to honor it, except as may be required by law.
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.
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 any persons concerning the Property other than Broker, without Broker's written permission. Such persons include, without limitation, Owner, Owner's employees, suppliers, and tenants.
6. Purchaser acknowledges that it is either a principal or an authorized agent on behalf of another party in conjunction with the purchase of the Property and agrees that all communication and contracts will be presented through Silvestri Real Estate.
7. The Broker makes no representation or warranty, express or implied, as to the accuracy or completeness of any Information provided by it. Purchaser assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Broker with respect to the same.
8. If a contract for purchase of the Property is not executed between Owner & Purchaser or if closing does not occur pursuant to such a contract, Purchaser shall, upon written notice from Broker or Seller, promptly deliver to Broker all Information furnished to Purchaser, whether furnished before or after the date of this Agreement, without retaining copies thereof.
9. The persons signing on behalf of Purchaser and Broker represent that they have the authority to bind the party for whom they sign.
10. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

PURCHASER: _____ **Title:** _____ **Date:** _____

BROKER: _____ **Date:** _____