

NON-DISCLOSURE AGREEMENT

This **NON-DISCLOSURE AGREEMENT** is made this _____ day of _____, _____, by _____, a _____ corporation, with its principal place of business at _____ (“RECIPIENT”) in favor of **CASAV PARTNERS**, a New Jersey corporation (“CASAV PARTNERS”).

BACKGROUND

WHEREAS, RECIPIENT wishes to evaluate the potential acquisition of certain real estate from CASAV PARTNERS (hereinafter "Transaction") and, in connection therewith, has requested or will be requesting CASAV PARTNERS to provide RECIPIENT with Confidential Information (as hereafter defined); and

WHEREAS, CASAV PARTNERS is willing to provide certain Confidential Information to RECIPIENT and desires to protect its Confidential Information and preserve the confidential and proprietary nature of the Confidential Information and the prospective “Transaction”.

NOW, THEREFORE, in consideration of the foregoing premises and in reliance upon the promises, covenants and agreements of RECIPIENT contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CASAV PARTNERS has agreed to provide certain Confidential Information to RECIPIENT and, intending to be legally bound hereby, RECIPIENT hereby agrees as follows:

1. “Confidential Information” as used in this Agreement shall mean any and all materials, documents, reports, data, potential tenants and information, whether in written or other tangible medium or form, regarding real estate located at _____ (the “Premises”). “Confidential Information” also includes, without limitation, any and all parts thereto and all information relating to the environmental condition and testing conducted at, on, above and below the Premises.

2. (a) RECIPIENT acknowledges the confidential and proprietary nature of the Confidential Information and the damage that could result if any part of the Confidential Information or the fact that CASAV PARTNERS and RECIPIENT are talking about a prospective transaction and the nature of such transaction were disclosed to any third party or if RECIPIENT uses the Confidential Information to directly or indirectly to compete with CASAV PARTNERS or for any other reason. Therefore, RECIPIENT agrees that neither it nor its Representatives (as hereinafter defined) will, directly or indirectly, (i) use the Confidential Information, or any of it, in any way other than for the purpose of evaluating and proposing a possible business transaction with CASAV PARTNERS and/or (ii) disclose to any person, business or entity all or any part of the Confidential Information, except as herein provided, and/or (iii) disclose to any person, business or entity either the fact that the Confidential Information has been made available or the fact that discussions or negotiations are taking place concerning a possible business transaction between the parties or any of the terms, conditions or other facts with respect to any possible transaction, including the status thereof.

(b) RECIPIENT shall be entitled to disclose the Confidential Information to only those employees, officers and advisers of RECIPIENT (collectively, “Representatives”) necessary for evaluating a proposed Transaction, provided that RECIPIENT advises each such Representative of the obligations contained herein and that by receiving such information the Representatives are agreeing to be bound by this Agreement. RECIPIENT shall be responsible for any breach of this Agreement by it and/or any Representative and shall indemnify and hold CASAV PARTNERS harmless from any such breach.

3. RECIPIENT understands and agrees for itself and its Representatives that neither CASAV PARTNERS nor any of its affiliates, agents, advisors or representatives (a) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (b) shall have any liability whatsoever to RECIPIENT or its Representatives relating to or resulting from the use of the

Confidential Information or any errors therein or omissions there from. The only information that will have any legal effect will be specifically represented in a definitive written agreement and in no event will such definitive written agreement contain any representation as to the projections.

4. No right of license to use CASAV PARTNERS Confidential Information or other interest is hereby granted to RECIPIENT other than for the purpose of evaluating a proposed Transaction.

5. The obligations of secrecy and non-disclosure set forth herein shall not apply to: (a) information which at the time of disclosure to RECIPIENT is in the public domain; (b) information which after disclosure to RECIPIENT becomes generally available to the public by publication or otherwise through no fault of RECIPIENT or any of its Representatives; (c) information which RECIPIENT can demonstrate through competent written evidence was in its possession prior to disclosure thereof and which was not acquired by RECIPIENT directly or indirectly from CASAV PARTNERS or from a party subject to a confidentiality agreement with CASAV PARTNERS; (d) subject to Paragraph 6 below, information RECIPIENT is required by court order, injunction, writ, law, rule or regulation to disclose; or (e) information which RECIPIENT can demonstrate through competent written evidence was independently developed by or for RECIPIENT without use of or reliance on CASAV PARTNERS Confidential Information.

6. In the event that RECIPIENT and/or its Representatives are requested or required to disclose any of the Confidential Information in an investigatory, legal, regulatory or administrative proceeding, RECIPIENT shall provide CASAV PARTNERS with prompt written notice thereof so that CASAV PARTNERS may, in its discretion, seek a protective order or other appropriate remedy. RECIPIENT agrees to consult and cooperate with CASAV PARTNERS in seeking a protective order or other appropriate remedy.

7. RECIPIENT shall return to CASAV PARTNERS upon demand any and all Confidential Information entrusted to it by CASAV PARTNERS pursuant to this Agreement (including any and all copies, abstracts, compilations or analyses thereof and memoranda related thereto) or shall destroy all such Confidential Information and provide a certificate of destruction to CASAV PARTNERS signed by RECIPIENT. RECIPIENT further agrees that neither it nor any Representative will copy in whole or in part any such Confidential Information without the written consent of CASAV PARTNERS, except for the sole use of its Representatives in carrying out their evaluation of a possible business transaction with CASAV PARTNERS.

8. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and determined in accordance with the laws of the state of New Jersey, without giving effect to its conflict of laws, principles or rules. RECIPIENT hereby consents to the exclusive jurisdiction of any state or federal court located in the state of New Jersey and irrevocably agrees that all actions or proceedings relating to this Agreement shall be litigated in such courts and each party waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them and consents that all such service of process be made by mail or messenger directed to RECIPIENT at the address set forth above for RECIPIENT, Attention: President. Nothing contained herein shall affect CASAV PARTNERS's right to serve legal process in any other manner permitted by law or affect CASAV PARTNERS right to bring any action or proceeding against RECIPIENT in the courts of any other jurisdiction.

9. RECIPIENT agrees that money damages would not be a sufficient remedy for any breach of this Agreement by RECIPIENT or its Representatives and that in addition to all other remedies which may be available, CASAV PARTNERS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach and RECIPIENT further agrees to waive and to use its best efforts to cause its Representatives to waive any requirement for securing or posting of any bond in connection with such remedy.

10. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

11. RECIPIENT agrees that a full market fee agreement shall be due to **CASAV PARTNERS** herein if, the undersigned, or any other person, broker, agent, firm, corporation or third party enters into a SALE or an agreement to SELL any other property of **RECIPIENT**, or affiliates, or the affiliates of any principal or others of RECIPIENT if said transaction is consummated with potential buyers provided to RECIPIENT in reference with the "Premises".

12. Buyers agree to submit any purchase agreement , LOI or otherwise for the referenced property through CASAV PARTNERS, and to conduct all negotiations and use no other broker pertaining to the referenced property besides CASAV PARTNERS.

13. This Agreement may not be amended except in writing signed by both parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officer of RECIPIENT as of the day and year first above written.

"THE RECIPIENT"

By: _____

Name: _____

Title: _____

"CASAV PARTNERS"

By: _____

Name: _____

Title: _____