

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made and effective September ____, 2021 by _____ (“Reviewer”) in favor of **138th Street Professionals LLC.** (“Owner”), and **The Siedenburgh Group, Inc.** (“Broker”).

1. **Confidential Information.**

Owner proposes to disclose certain of its confidential and proprietary information (the “Confidential Information”) to Reviewer. Confidential Information shall include brief selected information pertaining to the business and affairs of the Owner and of the Property, much which has been provided by the Owner. It does not purport to be all-inclusive or to contain all the information which a prospective purchaser may desire. Seller makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto.

2. **Reviewer’s Obligations.**

Reviewer agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Reviewer shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner or Seller, and shall disclose it only to its third party professionals or lenders with a specific need to know. Reviewer will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner or Seller to any other party whatsoever except with the specific prior written authorization of Owner.

3. **Term.**

The obligations of the Reviewer herein shall be effective for a term of two (2) years from the date of Owner or Seller last discloses any Confidential Information to Reviewer pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Reviewer, nor by the rejection of any agreement between Owner or Seller and Reviewer, by a trustee or Reviewer in bankruptcy, or by the Reviewer as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. **No Publicity.**

Reviewer agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner or Seller.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

Signature:	_____	Address:	_____
Name (Print):	_____		_____
Title:	_____	City, State, Zip:	_____
Company:	_____	Phone Number:	_____
Email:	_____	Fax Number:	_____