



National Investment Realty, LLC  
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**NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT  
AND  
NON-CIRCUMVENT AGREEMENT**

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National Investment Realty in connection with the possible sale and or lease or assignment of the Real Estate and/or Business disclosed, will be furnished with proprietary information which may include the financial condition, operations, and prospects for future growth to the undersigned Buyer/Tenant and any of its Brokers, Agents, Employees, affiliates or assigns as the Buyer/Tenant Representative or as company, individual, his/hers/its partners, assigns, subsidiaries, entities, agents, brokers, employees, representatives, and any individual and/or entity affiliated with said parties, hereinafter collectively referred to as "Buyer or Tenant".

In consideration for National Investment Realty being provided the information relative to the Real Estate and/or Business named below, I hereby agree as follows:

1. Not to reveal to anyone, except immediate advisors and fiduciaries, that the Real Estate and/or Business disclosed by National Investment Realty may be for sale, and to ask immediate advisors and fiduciaries to respect this Non-Disclosure and Confidentiality Agreement.
2. All proprietary information (Financial Statements, Leases, etc.) furnished will be deemed confidential.
3. To evaluate all information within a reasonable time period. If I decide not to pursue the proposed transaction, I will promptly advise National Investment Realty of this fact and return all proprietary information without retaining copies or extracts thereof.
4. Not to contact the Real Estate and/or Business owner, tenants, employees, suppliers, competitors, attorney, accountant, or customers except through National Investment Realty, who I hereby acknowledge to be the agency providing contact.
5. That, until permission is specifically granted by National Investment Realty, all communications between BUYER and SELLER will be handled through National Investment Realty.
6. Not to circumvent Broker in any form or manner with regard to the Properties. Circumvention shall include but shall not be limited to purchasing, selling, leasing, optioning, entering into joint venture or purchase of equity position of real estate or its controlling entity being presented to Buyer by Broker whether directly or indirectly. With regard to possible damages arising out of violation and/or threatened violation of the terms of this agreement and the p

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possible remedies available to Broker, in addition to the remedies available to Broker under the law or in equity, the parties further agree as follows:

(a) Broker shall be entitled to temporary and/or permanent injunctive relief and specific performance without the necessity of proving actual damages; (b) if there is a breach of any of the covenants by Buyer, Broker shall recover from Buyer the general damages, the consequential damages, a 10% payment based on the gross contract price, and all court costs and reasonable attorneys' fees incurred by Broker at both the trial and appellate level; (c) Broker shall be entitled to a lien against the Properties if purchased by Buyer or a related entity and/or the sales Initials proceeds from the purchase of the Properties; said lien to be released upon the payment of all monies owed to Broker as a result of a breach of this agreement.

7 To the understanding that, although certain information has been included which I consider to be relevant, National Investment Realty makes no representation or warranty (implied or expressed) as to its accuracy or completeness. I agree to perform due diligence to my own satisfaction.

REAL ESTATE AND/OR BUSINESS DISCLOSED:

**Multiple Restaurants (Indian and Mexican Concepts) in the Columbus Ohio Area**

Other **Restaurant** Locations and/or Businesses disclosed to Buyer by National Investment Realty, LLC

AGREED TO AND ACCEPTED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By Buyer/Tenant: \_\_\_\_\_  
Print Name

Signature \_\_\_\_\_