Confidentiality/Non-Disclosure/Non-Circumvent Agreement
This Agreement is Legally Binding

Our Agreement with the Seller requires us to obtain a Confidentiality/Non-Disclosure/Non-Circumvent Agreement before we disclose information regarding the referenced property, business, financial condition, operations, and prospects.

This agreement, dated _____, between Crest Realty LLC ("Broker") and JANEIL HEYWOOD ("Seller") and _____ ("Buyer"), in connection with the Buyer's consideration of a possible transaction to acquire CHIC ARMATURE ("Property"), all parties agree to the following terms and conditions:

1. That any information provided to Buyer by Broker is deemed sensitive and confidential and will be held in the strictest confidence as its disclosure to others may be damaging to the Real Estate described herein and its owners, landlords, tenants, clients, suppliers, and customers. The information shall include that the Property is available for acquisition and as such shall not be divulged to any third person other than advisors in Buyer's employ to evaluate the proprietary information for acquisition purposes only. Buyer shall furnish a copy of this agreement to such advisors and inform them of their responsibilities of confidentiality, non-disclosure, and non-circumvent relating to the confidential information.
2. Buyer understands that all confidential information given to it is for the sole purpose of assessing the possible purchase of the Real Estate/Property. This agreement applies to all information presently, previously, or hereafter supplied to Buyer by Broker and/or Seller, whether disclosed orally or in writing.
3. Buyer is inquiring about this Real Estate Opportunity with the sole intent to evaluate the Property for the purpose of possible acquisition and the information supplied to Buyer is not for the purpose of gaining information for fostering competition with the Property, Seller, or Broker.
4. Buyer shall not contact the Seller in any manner; all contact must be conducted solely through Broker. Buyer shall not contact tenants, employees, suppliers, landlords or customers except exclusively through Broker with Sellers expressed approval.
5. Buyer agrees not to reproduce, copy, or disseminate any of the information or materials provided except to personal advisors and agrees to promptly destroy or return all documents and copies to Broker upon request within 5 days of being asked to do so or upon determination that Buyer has no interest in acquiring the Property.
6. Buyer agrees that any violation of this Agreement may result in substantial and irreparable damage to the Property and its owners (Sellers), landlords, tenants, clients, suppliers, and customers, and that monetary damages may not be a sufficient remedy for any breach of this agreement, therefore the Property and its owners (Sellers) shall be entitled to specific performance or injunctive relief as additional remedy for any such breach, including compensatory or punitive damages. Such remedies shall not be deemed to be the exclusive remedy for breach of the Agreement but shall be in addition to other remedies available at law or equity. In the event that any suit or other action is commenced to construe or enforce any provisions of this agreement, the prevailing party, in addition to all other amount, shall be entitled to attorney's fees and court costs which may result from any breach of this Agreement.
7. This Agreement is subject to and governed by the laws of the State of Utah.
8. The Broker was provided information by the Seller or other sources and was not in any way verified, checked for accuracy, or audited by the Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, expressed or implied, as to its accuracy. Buyer and its advisors shall conduct an independent review and verification of said information as a condition of closing, should a formal Purchase Agreement be entered into between the parties. Broker shall not be held responsible for the accuracy or truthfulness of any information that Buyer receives, or fails to receive, and Buyer agrees to indemnify Broker and its agents and hold them harmless from any claims for damages resulting there from. The undersigned will not rely solely on the unaudited information provided by Broker or Seller.
9. In the absence of an originally executed document, a facsimile or email or electronic signature shall be acceptable as an original and enforceable document.
10. Broker recommends that Buyer have the appropriate legal and financial advisors assist it in evaluating all relevant materials in this transaction.
11. No modifications or alterations of this Agreement shall be effective unless agreed to in writing and signed by the respective parties.
12. Buyer agrees not to attempt to circumvent Broker's Listing Agreement with Seller and to communicate all offers, verbal or written, through Broker. In the event Buyer circumvents Broker's Listing Agreement, Buyer will be liable for any commission due upon sale, trade, lease, or other transfer of Seller's Real Estate or property and may commence suit or other action to collect Broker's full commission including attorney fees and court costs. Buyer will not be responsible for the commission to Broker if the undersigned purchases the Real Estate through Broker. If Buyer discloses the Real Estate opportunity to any third party and the third party purchases the Property without Broker, the full commission which would have been payable to Broker by Seller under the Listing Agreement between Broker and Seller, will be due and payable by Buyer to Broker.
13. **AGENCY DISCLOSURE:** It is understood that Andrew McCrady and Crest Realty LLC, represent solely the Seller of the Real Estate Opportunity offered.

DATE	DATE
PROSPECTIVE BUYER (signature)	PROSPECTIVE BUYER'S BROKER (signature)
COMPANY NAME	PROSPECTIVE BUYER'S BROKER (print)
TELEPHONE	BROKERAGE NAME
EMAIL	