

# CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_\_, by the undersigned (the "Prospective Purchaser") to and for the benefit of Bicknell & Cravens, LLC (the "Owner"), and their respective successors and assigns.

## **RECITALS**

WHEREAS, the Owner is the owner of the properties located at 333 Waller Avenue in Lexington, KY (the "Property")

WHEREAS, the Prospective Purchaser has requested information from Owner for the purpose of evaluating a possible acquisition of the Property.

NOW, THEREFORE, FOR AND IN CONSIDERATION of this premises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Prospective Purchaser hereby covenants and agrees as follows:

- The Recitals about are true and correct and are incorporated herein by reference.
- Prospective Purchaser will not discuss, permit the disclosure of, release, disseminate, or transfer any information, which is not readily available to the general public, that is (a) obtained in connection herewith, now or in the future, (including, without limitation, (i) any Offering Memorandum, and (ii) any and all leases, loan documents, income and expense statements or other similar documents prepared in connection with the Property), or (b) otherwise provided, now or in the future, by Owner (all of the foregoing materials, collectively, the "Information") to any person or entity; excluding, however, attorneys, consultants or other advisors retained by the Prospective Purchaser for the limited purpose of assisting Prospective Purchaser in evaluating a possible acquisition of the Property (such parties, hereinafter, collectively, the "Consultants").
- The Prospective Purchaser, and any individual executing this Agreement on its behalf, will only provide Information to a Consultant (or Consultants) for whom Prospective Purchaser has obtained an agreement of confidentiality that such Consultant(s) shall not photocopy, duplicate, disclose or otherwise distribute, disseminate, publish or circulate any of the Information without prior written consent of Owner.
- Prospective Purchaser understands, acknowledges and agrees 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.
- 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 person.
- Without Owner's written permission, Prospective Purchaser shall not contact directly any persons concerning the Property (including, without limitation, Owner's members, officers, employees, suppliers, and tenants)
- Prospective Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except advisors working on behalf of their pension fund clients).
- No representation or warranty, express or implied, has been made by Owner as to the accuracy or completeness of any Information. Prospective Purchaser assumes full and complete responsibility for confirmation and verification of all Information and expressly waives all rights of recourse against Owner.
- The parties acknowledge that a violation by Prospective Purchaser of this Agreement could cause irreparable injury to Owner and that there is no adequate remedy at law for such violation. Therefore, if Prospective Purchaser shall breach or threaten to breach any of the provisions of this Agreement, Owner, in addition to any other remedies it may have at law or in equity, shall be entitled to a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Agreement.

- 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 provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein. Any failure by Owner to enforce its rights under this Agreement in any one instance shall not constitute a waiver of those rights in any other instance.
- No extension, modification, amendment, or supplement to this Agreement will be effective unless made in writing signed by a duly authorized officer of each party to this Agreement. This Agreement does not constitute an offer to purchase or to sell the Property, and there are no understandings, agreements, or representations, expressed or implied, not specified herein.
- The person signing on behalf of Prospective Purchaser represents that he/she has the authority to bind the Prospective Purchaser.
- This Agreement shall be governed and constructed in accordance with the laws of the State of Kentucky.
- The restrictions and obligations set forth shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind Prospective Purchaser and its successors, heirs, and assigns for a period of three (3) years after the date of this Agreement.

IN WITNESS WHEREOF, the Prospective Purchaser has caused this Confidentiality Agreement to be executed and delivered by a duly authorized officer as of the day and year first written above.

**PROSPECTIVE PURCHASER:**

AGREED TO AND ACCEPTED BY COMPANY:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, ST Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_