

**3496 & 3500 Holland Road, Virginia Beach, VA 23452**

**Confidentiality Agreement**

This Confidentiality Agreement (the "Agreement") is made and entered into on \_\_\_\_\_, 2026 by \_\_\_\_\_ a \_\_\_\_\_ corporation ("Potential Purchaser/Tenant").

Potential Purchaser/Tenant is considering purchasing/leasing that certain parcel of real property commonly known as **3500 & 3496 Holland Road, Virginia Beach, VA 23452** (the "Property") owned by an affiliate of Capital Automotive Real Estate Services, Inc. (collectively, the "Company"). For the Potential Purchaser/ Tenant to determine whether to make such a purchase or enter into a Lease, the Company is intending to disclose certain Confidential Information (defined below) relating to the Property to Potential Purchaser/Tenant.

In consideration of its business relationship with the Company, and as a condition of the Company disclosing such Confidential Information, Potential Purchaser/Tenant agrees as follows:

1. **Confidential Information**. For purposes of this Agreement, "Confidential Information" shall mean written, documentary or oral information of any kind disclosed by the Company to Potential Purchaser/Tenant, including, but not limited to, (a) information regarding the Property, and the respective tenants or borrowers that operate thereon; including but not limited to environmental information regarding the Property, and (b) any documents, reports, memoranda, photographs, notes, files or analyses prepared by or on behalf of the Potential Purchaser/Tenant that contain, summarize or are based upon any of the foregoing Confidential Information.

"Confidential Information" shall not include information that:

- (a) is publicly available prior to the date of this Agreement;
- (b) becomes publicly available after the date of this Agreement through no wrongful act of the Potential Purchaser/Tenant;
- (c) is furnished by others to the Potential Purchaser/Tenant without similar restrictions on their right to use or disclose;
- (d) is independently developed by the Potential Purchaser/Tenant without the use of any of the Company's Confidential Information.
- (e) is obligated to be produced under order of a court of competent jurisdiction or a valid administrative or congressional subpoena, provided that the Potential Purchaser/Tenant promptly notifies the Company of such event so that the Company may seek an appropriate protective order.

2. **Protection of Confidential Information**. (a) Potential Purchaser/Tenant shall protect all of the Confidential Information as proprietary and confidential and, except with the prior written consent of the Company, and except as provided below shall not disclose, copy or distribute such Confidential Information to any other individual, corporation or entity. Potential Purchaser/Tenant shall use such Confidential Information only in connection with the Potential Purchaser's/Tenant's decision to purchase/lease the Property and for no other purpose.

(b) Potential Purchaser/Tenant shall only disclose all or any part of the Company's Confidential Information to any affiliates, agents, officers, directors, employees or representatives (collectively, "Representatives") of the Potential Purchaser/Tenant on a need-to-know basis. The Potential Purchaser/Tenant agrees to inform any of its Representatives who receive the Company's Confidential Information of the confidential nature thereof and of such Representative's obligations with respect to the maintenance of such Confidential Information in conformance with the terms of this Agreement.

(c) The Potential Purchaser/Tenant shall use the same degree of care to protect the confidentiality of the Confidential Information disclosed to it as it uses to protect its own Confidential Information, but in any event shall use at least a reasonable degree of care. The Potential Purchaser/Tenant represents that such degree of care provides adequate protection for its own confidential information.

(d) The Potential Purchaser/Tenant shall immediately advise the Company in writing of any misappropriation or misuse by any person of the Company's Confidential Information of which the Potential Purchaser/Tenant is aware.

(e) Upon written request, any Confidential Information, including all copies of such materials, shall be promptly returned to the Company.

(f) Potential Purchaser/Tenant agrees that the Company is the sole and exclusive owner of the Confidential Information, and that disclosure to Potential Purchaser/Tenant does not give Potential Purchaser/Tenant any rights with respect to such information except to use this information for the purpose described above.

3. No Contact. Under no circumstances is the Potential Purchaser/Tenant to contact any tenant, governmental agency or any third party regarding the Property without prior written approval from the Company

4. Availability of Injunctive Relief. Potential Purchaser/Tenant acknowledges that the Confidential Information of the Company is central to the Company's business and was developed by or for the Company at a significant cost. Potential Purchaser/Tenant acknowledges that damages would not be an adequate remedy for any breach of this Agreement by the Potential Purchaser/Tenant or its Representatives and that the Company may obtain injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement by the Potential Purchaser/Tenant or any of its Representatives. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement but shall be in addition to all other remedies available at law or in equity to the Company.

5. No Representation. The Confidential Information, including but not limited to conversations with the Company's officers, employees or agents, is being furnished solely for the Potential Purchaser's/Tenant's information, and is not to be considered or deemed a representation or warranty of completeness or accuracy with respect to any of the Confidential Information. Representations and/or warranties, if any, shall be made only in a definitive agreement, if any, between the Potential Purchaser/Tenant and the Company.

6. Miscellaneous.

(a) This Agreement may not be modified except by written agreement signed by the Potential Purchaser/Tenant and agreed to and acknowledged by the Company.

(b) The construction, interpretation and performance of this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the choice or conflict of law provisions thereof.

(c) It is understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege hereunder. No waiver of any terms or conditions of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition. All waivers must be in writing.

(d) If any part of this Agreement shall be held unenforceable, the remainder of this Agreement will nevertheless remain in full force and effect.

(e) The disclosure of Confidential Information to Potential Purchaser/Tenant shall not be construed to obligate either the Potential Purchaser/Tenant or the Company (i) to enter into any further agreement or negotiation with or make any further disclosure, (ii) to refrain from entering into any agreement or negotiation with any third person regarding the same subject matter or any other subject matter, or (iii) to refrain from pursuing its business in whatever manner it elects.

(f) Unless otherwise required by law, no public announcement may be made by the Potential Purchaser/Tenant concerning this Agreement or related discussions without the prior written approval of the Company.

(g) The officer signing on behalf of the Potential Purchaser/Tenant represents that he/she has the authority to bind the Potential Purchaser/Tenant to a Confidentiality Agreement.

IN WITNESS WHEREOF, the Potential Purchaser/Tenant has executed this Agreement as of the date first above written.

**POTENTIAL PURCHASER/TENANT:**

\_\_\_\_\_, a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Contact Information: \_\_\_\_\_ and a copy to: \_\_\_\_\_

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

Is Potential Purchaser/Tenant represented by a real estate brokerage company?  Yes  No

Name of Company: \_\_\_\_\_

Broker/Agent: \_\_\_\_\_

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

Email: \_\_\_\_\_

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