

Confidentiality, Non-Disclosure, and Non-Circumvent Agreement

This Agreement and the forthcoming investment Information Materials (“Materials”) have been prepared by Bridge Corporate Solutions, LLC (“Advisor”), as exclusive broker on behalf of the Owner, solely for information purposes and being furnished solely for use by parties such as the one identified below (“Principal “and/or “Prospective Purchaser”) that are interested in the potential purchase of certain real estate known as: **Berkeley County Parcel Numbers 275-00-00-005 and 275-00-00-323 along Clements Ferry Road, Charleston, Berkeley County, SC 29406 (the “Property”)**

Prior to disclosure of Materials, Principal hereby agrees to the terms in this entire Agreement as follows:

It is understood, the recipient Principal identified below will be negotiating as a principal purchaser, and no agent or broker represents the Principal in this contemplated transaction, other than the Advisor, a licensed broker in South Carolina. Principal acknowledges that Advisor is not representing the Principal. If Principal engages any agent or broker to represent Principal regarding a transaction involving the Property, Principal agrees to pay all commissions, fees, or other compensation to their agent and/or broker. Further, Principal acknowledges that it has received, read and understands the South Carolina Disclosure of Real Estate Brokerage Relationships and that Advisor is acting as a disclosed dual agent in this transaction.

The information contained herein has been prepared to assist interested parties in making their own evaluation of the Property and does not purport to contain all of the information that a prospective purchaser or investor may desire. In all cases, interested parties should conduct their own investigation and analysis of the subject property and the data set forth in the Information Materials. The property owner (“Owner”) nor Advisor make no representation or warranty as to the accuracy or completeness of the information contained in the information/Materials or made available in connection with any further investigation of the Property, including any estimates or projections, and Owner and Advisor shall not have any liability for any representations (expressed or implied) contained in, or for any omissions from, the Materials or any other written or oral communications transmitted to the recipient in the course of its evaluation of the Property. The only information that will have any legal effect will be specifically set out in, or as part of, representations and warranties in a definitive written agreement.

By accepting this Agreement, Principal agrees to keep confidential any information contained herein or made available in connection with any investigation of the Property. Without limiting the foregoing, the Principal acknowledges and agrees that: (1) Owner and Advisor will not be subject to any liability based on the information contained in the Materials, errors therein or omissions therefrom, whether Owner or Advisor knew or should have known of any such errors or omissions, or was responsible for or participated in its inclusion in or omission from the Materials; (2) the Principal will not copy, reproduce or distribute to any third party the Materials in whole or in part; (3) if the Principal does not wish to pursue the purchase, it will return the Materials to Owner or Advisor as soon as practical, together with any other material relating to the subject property which the recipient may have received from Advisor, or destroy and/or delete all electronic files without retaining any copies thereof; and (4) any proposed actions by the recipient which are inconsistent in any manner with the foregoing agreement will require the prior written consent of Owner or Advisor.

This Agreement, in its entirety, will be in full force and effect until Property sale, or two (2) years from the date of execution below.

Principal below and any employee, contractor, advisor, or agent of Principal agree not to contact any of the following related to seeking information about the Property, either directly or indirectly, without the prior written consent of Advisor: Owner’s officers, employees, contractor or affiliates; the Property’s Lender and/or appointed Receiver, if applicable; the Management company or on-site management/leasing/maintenance personnel, employees and/or contractors; nor Occupants and/or Tenant(s) at the Property.

The Owner and Advisor reserve the right to negotiate with one or more prospective purchasers/investors at any time and to enter into a definitive agreement for sale of the Property without prior written notice to you or other parties. Also, Owner and/or Advisor reserve the right to terminate, at any time, further participation in the investigation and proposal process by any party and to modify procedures, documentation and other procedures without notice and without assigning any reason therefore.

The recipient below is an authorized signator of the Principal/Prospective Investor entity. All communications, inquiries and requests for information relating to the Materials or to a possible transaction involving the Property should be addressed to: **Hagood S. Morrison (Hagood II), Bridge Commercial, PO Box 22796, Charleston, SC 29413, or hs.morrison@bridge-commercial.com.**

ACCEPTED AND AGREED TO:

PRINCIPAL AND PROSPECTIVE INVESTOR:

Company Name of Recipient

Company Address

Typewritten Name of Recipient

Telephone and Fax Numbers

Signature of Recipient

Title

Date