



CONFIDENTIALITY AGREEMENT

Rich Commercial Realty, LLC (“RCR”), on behalf of the Owner, has prepared confidential investment materials (the “Materials”) intended solely for your limited use in determining whether you desire to express any further interest in **107 Weeks Drive** (the “Property”).

You hereby acknowledge that you are a principal or an investment advisor in connection with your consideration of this offering and agree that you will not look to the Owner or RCR for any fees or commissions in connection with this transaction without an express written compensation agreement with RCR as the listing agent. You hereby agree to indemnify the Owner and RCR against any compensation, liability, or expense arising from claims by any other broker or other party you had dealings with (excluding RCR) in connection with the Property.

The Materials does not purport to provide a complete or fully accurate summary of the Property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information which prospective buyers may need or desire. All financial projections are based on assumptions relating to the general economy, competition, and other factors beyond the control of the Owner and, therefore, are subject to material variation. The projections have not been verified by RCR. The Materials do not constitute an indication that there has been no change in the business or affairs of the Property or the Owner since the date of preparation of the Materials. Additional information and an opportunity to inspect the site will be made available to interested and qualified prospects.

Neither Owner nor RCR, nor any of their respective officers, agents, or principals has made or will make any representations or warranties, express or implied, as to the accuracy or completeness of the Materials, or any of its contents, and no legal commitment or obligation shall arise by reason of the Materials or its contents. Analysis and verification of the information contained in the Materials is solely the responsibility of the prospect, without any representations as to its physical or environmental condition. Owner and RCR expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Materials or for omissions from the Materials, or from any other written or oral communications transmitted or made available to you.

Owner and RCR expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property and/or terminate discussions with any individual or entity at any time with or without notice. Owner has no legal commitment or obligations to any individual or entity reviewing the Materials or making an offer regarding the Property unless and until a binding written agreement has been fully executed, delivered, and approved by Owner and its legal counsel and any conditions to the Owner’s obligations thereunder have been satisfied or waived. RCR is not authorized to make any representations or agreements on behalf of the Owner. Owner is an intended beneficiary of the terms of this Confidentiality and Indemnification Agreement (“Agreement”).

The Materials are of a confidential nature. By accepting the Materials, you agree that you will hold and treat the Materials in the strictest confidence, that you will not photocopy or duplicate the Materials or any part thereof, and that you will not disclose the Materials to any other entity, except for your employees, contractors, investors, and outside advisors retained by you or to third-party institutional lenders for financing sought by you, if necessary, in your opinion, to assist in your determination of whether or not to make a proposal, in which event you shall be liable to RCR and Owner if any such persons fail to maintain such confidence or discloses such information without prior authorization of Owner and RCR. You will not use the Materials in any fashion or manner detrimental to the interest of the Owner or RCR or for any purposes other than as necessary for evaluating the possibility of purchasing the Property. The obligations of confidentiality set forth herein shall not apply to information or materials: (a) that are developed by you without the use of the Materials; (b) which is lawfully received free of restriction from another source having the right to so furnish such information; (c) after it has become generally available to the public without breach of this Agreement; or (d) must be disclosed pursuant to applicable law or regulation. In discharging the obligations of confidentiality set forth in this Agreement, you shall use the same degree of care in safeguarding the Materials as you use to safeguard your own confidential or otherwise protected information, but in no event less than reasonable care.



Scanned signatures shall be deemed sufficient for proper execution and delivery of this Agreement. Any party to this Agreement that presents a scanned signature agrees to provide an original signature upon the request of another party to this Agreement. The terms of this Agreement shall be in effect for a period of two (2) years after execution. Please sign and return to **Dylan Heafner**; dheafner@richcommercialrealty.com.

ACCEPTED AND AGREED TO:

Signature:	_____		
Name (Print):	_____		
Title:	_____	Email Address:	_____
Company:	_____	Phone Number:	_____
Address:	_____	Fax Number:	_____

City/State/ ZIP:	_____	Date:	_____

The parties whose signatures appear above represent and warrant that they are duly authorized to enter into and execute this agreement.