

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into as of _____, 20__ by and between Dowell Commercial Realty Inc. (“DCR”) and the undersigned recipient (“Recipient”).

DCR is acting as agent for Just Industrial LLC (“Owner”) in connection with certain real property located at 106 Railroad Avenue, Gibsonville, North Carolina 27249, Guilford County Parcel No. 102532 (the “Property”).

Owner has agreed to provide Recipient with certain confidential information concerning the Property (the “Confidential Material”) for the sole purpose of evaluating a possible purchase of the Property.

1. Confidential Material

“Confidential Material” includes any information relating to the Property, whether written, electronic, or oral, including but not limited to financial statements, operating data, rent rolls, leases, environmental reports, legal documents, studies, reports, analyses, and other materials prepared by Owner, DCR, or third parties. Confidential Material also includes all copies, summaries, and analyses derived from such information.

Confidential Material does not include information that (a) is or becomes publicly available other than through a breach of this Agreement, or (b) is obtained from a source not known by Recipient to be bound by a confidentiality obligation.

2. Use of Confidential Material

Recipient agrees that the Confidential Material will be used solely for the purpose of evaluating a potential acquisition of the Property and for no other purpose. Recipient shall keep the Confidential Material strictly confidential and shall not disclose it to any person except as permitted in this Agreement.

3. Representatives

Recipient may disclose Confidential Material only to its directors, officers, employees, partners, members, lenders, attorneys, accountants, consultants, or investors (collectively, “Representatives”) who have a need to know such information for the purpose of evaluating the possible acquisition of the Property. Recipient agrees to ensure that its Representatives comply with the terms of this Agreement and shall be responsible for any breach by its Representatives.

4. No Contact; Non-Circumvention

Recipient agrees that all inquiries and communications regarding the Property shall be directed exclusively through DCR. Recipient shall not contact Owner, property management, tenants, employees, vendors, or service providers relating to the Property without the prior written consent of DCR.

Recipient further agrees not to circumvent, avoid, bypass, or attempt to bypass DCR in connection with any potential acquisition of the Property.

5. Accuracy of Information

Recipient acknowledges that the Confidential Material is provided for informational purposes only. Owner and DCR make no representations or warranties, express or implied, as to the accuracy or completeness of the

Confidential Material, and expressly disclaim any liability for errors or omissions therein. Recipient agrees to rely solely on its own investigations and inspections of the Property.

6. Return or Destruction of Materials

Upon request by DCR, Recipient shall promptly return or destroy all Confidential Material and all copies thereof and shall confirm such return or destruction in writing if requested.

7. No Obligation to Sell

Nothing contained in this Agreement or in the Confidential Material shall obligate Owner to sell the Property or to enter into any agreement with Recipient. Owner reserves the right to terminate discussions with any party at any time.

8. Buyer Identification

Recipient represents that it is acting as principal or on behalf of the following prospective purchaser of the Property:

Recipient agrees to disclose to DCR in writing any change in the identity of the prospective purchaser or purchasing entity prior to submitting an offer for the Property. Any entity controlled by, affiliated with, or acting on behalf of Recipient or the above identified purchaser shall be deemed a related party for purposes of this Agreement.

9. Brokerage and Commission

DCR is the exclusive broker representing Owner in connection with the sale of the Property.

Any cooperating or third-party broker shall only be entitled to a brokerage commission if:

- (a) such broker registers its client with DCR in writing prior to the submission of any offer for the Property; and
- (b) the offer is submitted through such registered broker.

No brokerage commission shall be due to any broker that has not complied with the foregoing requirements.

Further, if Recipient or any of its affiliates, partners, members, investors, related entities, disclosed purchaser, or assigns acquires the Property, directly or indirectly, within one hundred eighty (180) days after receiving Confidential Material from DCR, such acquisition shall be deemed to have resulted from the efforts of DCR, and any applicable brokerage commission shall be payable in accordance with the Owner's brokerage agreement with DCR.

10. Remedies

Recipient acknowledges that unauthorized disclosure or use of Confidential Material may cause irreparable harm to Owner. Owner and DCR shall be entitled to seek injunctive relief and any other remedies available at law or in equity in the event of a breach of this Agreement.

11. Term

This Agreement shall remain in effect until the later of (a) one (1) year from the date of execution of this Agreement, or (b) the closing of the sale of the Property.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may only be modified by a written agreement signed by both parties.

14. Electronic Signatures

This Agreement may be executed in counterparts and delivered electronically, including by electronic signature, and such signatures shall be deemed binding for all purposes.

Access to marketing materials, financial information, and any electronic document repository or data room relating to the Property is conditioned upon Recipient's execution of this Agreement.

RECIPIENT

Name: _____

Company: _____

Title: _____

Address: _____

Email: _____

Signature: _____

Date: _____