

CONFIDENTIALITY AGREEMENT

FOR RELEASE OF PROPERTY INFORMATION

BROKER: Hanning & Bean, LLC, d/b/a NAI Hanning & Bean (“Broker”)
OWNER: James R. Sprinkle, Jr. (“Owner”)
REQUESTING PARTY: _____ (“Requesting Party”)
PROPERTY: 1175 Etna Avenue, Huntington, Indiana (“Property”)

This Confidentiality Agreement (the “Agreement”) is made and agreed to by Hanning & Bean, LLC, (“Broker”) and the Requesting Party, as identified above. Broker previously executed an exclusive listing contract with the owner of the Property identified above (the “Owner”). Broker hereby discloses that it is an agent of Owner. The term Broker shall include Broker’s respective real estate licensees.

Requesting Party now requests certain information regarding the Property for the purpose of evaluating a possible acquisition or lease of the Property. Owner has instructed Broker to release information regarding the Property, much of which is highly confidential, only to parties who have executed a confidentiality agreement. Requesting Party, in exchange for the release of information regarding the Property, now agrees to the following terms and covenants:

1. Requesting Party will not disclose, permit the disclosure of, release, disseminate, or transfer any information obtained hereunder (“Information”) to any other person or entity.
2. If Requesting Party is a corporation, partnership, limited liability company, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Requesting Party understands 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 and Broker.
4. 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 purpose.
5. Requesting Party shall not contact concerning the Property any persons other than Broker without Broker or Owner’s written permission. Such persons include, without limitation, Owner’s employees, suppliers and tenants.
6. Requesting Party 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).
7. Neither Broker nor Owner makes any representations or warranty, express or implied, as to the accuracy or completeness of any Information received and expressly waives all rights of recourse against Broker and Owner with respect to the same.
8. The obligations of confidentiality undertaken pursuant to this Agreement shall survive any expiration or termination of Broker’s listing contract with owner.
9. The person signing on behalf of Requesting Party represents that he or she has the authority to bind the Requesting Party.
10. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

_____	_____	_____
Requesting Party Name	Date	Mailing Address
_____	_____	_____
Requesting Party Signature		City/State/Zip
_____	_____	_____
Requesting Party Title		Telephone & Fax Number

When executed, please return to Broker via email: rromary@naihb.com.