

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") made this [REDACTED] day of [REDACTED], 2025, by and between [REDACTED] (the "Prospective Purchaser" as a Principal) and Vallerie Holdings of VA, LLC (the "Owner") owner of an property at 349 Pleasant Landing Rd. Bumpass.VA 23024, Virginia (the "Property").

WHEREAS, Prospective Purchaser has requested to obtain certain confidential information with respect to the Property for the purpose of evaluating a possible purchase of that property that is not on the market for sale, NOW, THEREFORE, in consideration of promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows. In connection with the possible purchase of the Property, by Prospective Purchaser or its affiliates and partners, certain information (the "Confidential Information", as hereinafter defined) may be provided.

As a condition to the furnishing of such information, Prospective Purchaser agrees as follows:

1. Nondisclosure of Confidential Information. Our directors, officers, employees, affiliates, representatives (including without limitation, financial advisors, attorneys and accountants), partners, agents (collectively, "Representatives") (a) will keep confidential all Confidential Information, as hereinafter defined, and will use the Confidential Information only in connection with our evaluation of the Property, and (b) will keep it confidential, and will not (except as required by applicable law, regulation or legal process), without prior written consent of the Owner, disclose any Confidential Information in any manner what, provided, however, that we may reveal the Confidential Information to our representatives (i) who need to know the Confidential Information for the purpose of evaluating the Property; (ii) who are informed by of the confidential nature of the Confidential Information; and (iii) who agree to act in accordance with the terms of this Agreement. Prospective Purchaser is acting as a principal in this potential purchase and will not share the information with any other Party other than those described in the Agreement.
2. Confidential Information. As used herein, "Confidential Information" means all information (whether written or oral) including without limitation, rent roll, leases, license agreements, financial information, tenant information and all other contracts and agreements, studies, plans and specifications, strategies or operations relating to the Property, furnished before or after the date thereof by the Owner and/or directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, real estate brokers, attorneys and accountants) or agents of the Owner (collectively, "our representatives"). The term Confidential Information will not, however, include information which (i) is or becomes generally available to and known by the public (other than as a result of a disclosure by you ); (ii) is or becomes available to you on a nonconfidential basis from a source other than the Owner or the Owner's representative, and that such source is not prohibited from disclosing such information by legal,

contractual or fiduciary obligation to us or any other party; or (iii) is independently developed.

3. Nondisclosure of Discussions. Without prior written consent of the Owner, we will not (except as required by applicable law, regulation or legal process, and only after compliance with Section 4, below), disclose to any person the fact that the Confidential Information exists or has been made available or that these comprehensive evaluations, investigations, reviews and discussions are taking or have taken place concerning the Property, or any term, condition or other fact relating to the Property, including without limitation, the status thereof.
4. Notice Preceding Compelled Disclosure. In the event that we or any of our representatives are requested pursuant to, or become compelled by, applicable law, regulation or legal process to disclose any of the Confidential Information, we will provide prompt written notice.
5. No Waiver. It is further understood and agreed that no failure or delay by us in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder.
6. Disclaimer. We understand that the Confidential Information does not represent all the information we may need to know to determine whether to purchase the Property.
7. Reservations. The Owner expressly reserves the right to reject any and all offers to purchase the Property, or any part thereof, and/or to terminate discussions with any person at any time. The Owner shall have no legal or financial commitment or obligation to any person investigating, reviewing or evaluating the Confidential Information, or making an offer to purchase the Property, or any part thereof, unless and until such purchase is approved by the necessary persons or corporate board of the Owner, a written agreement for the purchase of the Property been fully executed, delivered and approved by such persons or corporate boards or partners and legal counsel, and any conditions to the obligations of the Owner in such an agreement have been satisfied or waived.
8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Virginia.
9. Action. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in the connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.
10. No Representations. Neither Owner, nor any of our respective

representatives or advisors, have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information and the conditions of the Property; and neither Owner, nor our respective representatives or advisors, shall have any liability to you or any of your representatives or advisors resulting from the Confidential Information or your use thereof. Prospective Purchaser shall rely only their own due diligence and investigation of the Property, including but not limited to any financial, title, environmental, structural and physical, tenant, leases, contracts, claims, or any other matters.

11. No Fees or Commissions. Owner shall not be obligated to pay any fees or commissions to any other advisor, broker or representative. You shall be solely responsible for all brokerage commissions, finders' fees and other compensation payable to any broker, finder, representative or other person retained by you in connection with a proposed transaction concerning the Property, and you shall indemnify and save harmless Owner from and against any loss, liability or expenses, including reasonable attorney's fees, arising out of any claim or claims by any broker, finder, representative or other person for commissions, fees or other compensation relating to any proposed transaction involving the Property if such claims are based in whole or in part on alleged dealings or agreements with you or any of your representatives and such broker, finder, representative or other person.
12. Return of Confidential Information. The Confidential Information may not be copied or duplicated without Owner's prior written consent and must be returned immediately if Prospective Purchaser does not purchase the Property for any reason.
13. Withdrawal of Property or Termination of Discussions. Prospective Purchaser acknowledges that the Property maybe subject to withdrawal at any time or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever.
14. Term of Agreement. The terms and conditions of this Agreement shall remain in full force and effect for a period of two years from the date hereof, provided that all indemnification obligations which may arise hereunder shall survive such expiration date or any earlier termination of this Agreement.
15. Remedies. In the event that Prospective Purchaser fails to comply with the terms and conditions of this Agreement, Prospective Purchaser may be liable to Owner for such breach and Owner shall be entitled to exercise any right, power or remedy available at law or in equity for such breach.
16. Access to Property, Property's Management, and Property Lender. Prospective Purchaser agrees not to seek to gain access to any non-public areas of the Property or communicate with Property's management employees; Property's leasing broker, and the holder

of any financing encumbering the Property, without the prior written consent of Owner, which consent may be withheld in the Owner's sole discretion.

17. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by the parties subsequent to the date of this Agreement. This Agreement shall be binding upon the parties and their successors and assignees. The parties have not made any other agreement or representation with respect to such matter.
  
18. Severability. If any term or provision of this Agreement is held to be void or unenforceable, such term or provision will be ineffective and separable from the remaining terms and provisions of this Agreement without invalidating the remaining terms or provisions of this Agreement. In lieu of any invalid or unenforceable provision, a valid and enforceable provision will automatically be added containing terms as similar as possible to the ineffective provision, and the parties request that the court or any arbitrator to whom disputes relating to this Agreement are submitted, reform the ineffective provision in accordance with this paragraph.

Please confirm your agreement with the foregoing by signing and returning this Agreement to Owner.

ACCEPTED AND AGREED TO:

Prospective Purchaser: \_\_\_\_\_

Purchaser Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_