

CONFIDENTIALITY AGREEMENT

**Avalon Crossing Shopping Center
6935, 6920, & 7002 Lake Plaza Drive
Indianapolis, IN**

This CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by COLLIERS INTERNATIONAL INDIANAPOLIS. ("Broker"), exclusive listing broker for the Property, and ("Purchaser") regarding the properties known as AVALON CROSSING SHOPPING CENTER LOCATED IN INDIANAPOLIS, INDIANA ("Property"). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker's listing agreement with Owner. Purchaser has requested information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the Property has instructed Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement. The parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, release, disseminate, or transfer any information obtained hereunder ("Information") to any other person or entity except the Purchaser's contractors, representatives, agents or employees who need to know such Information for the purpose of evaluating the Property and who are informed by the Purchaser of the confidential nature of the Information and are directed to comply with the terms and conditions contained herein.
2. If Purchaser 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. Purchaser 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. Purchaser shall not contact directly any persons concerning the Property other than Broker without Broker's or Owner's written permission. Such persons include, without limitation, Owner's employees, suppliers, and tenants.

6. Purchaser 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). Purchaser acknowledges that in the event they are working with any other broker or agent other than Colliers International in connection with the Property, Purchaser will be solely responsible for paying such broker's fee.
7. Neither Broker nor Owner makes any representation or warranty, express or implied, as to the accuracy or completeness of any Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
8. The persons signing on behalf of Purchaser and Broker represent that they have the authority to bind the party for whom they sign.
9. Unless otherwise agreed to in writing, Colliers International is the agent of the Seller only.
10. This Agreement shall be governed and construed in accordance with the laws of the State of INDIANA.

Please email back to Rachel Patten at rachel.patten@colliers.com

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Company Name: _____

Signature: _____

First Name: _____

Last Name: _____

Title: _____

Date: _____

Address: _____

City, State, & Zip: _____

Phone: _____

E-mail: _____