

## **CONFIDENTIALITY AGREEMENT**

Goodman Real Estate Services Group LLC ("Broker") has been retained by ownership ("Company") to be the exclusive listing agent for the marketing and sale of this property. By requesting the Offering Memorandum from Broker, you are receiving certain information which is either nonpublic, confidential or proprietary in nature (collectively, the "Evaluation Material"), from officers, directors, employees, affiliates and/or agents, including, without limitation, attorneys, accountants, consultants, financial advisors, surveyors and title insurance companies of Company (collectively, "Company Representatives"). In consideration of, and as a condition to, Broker furnishing you with the Evaluation Material, you agree to the following:

1. **Evaluation Material.** Evaluation Material shall include all information contained in the offering memorandum regarding the Property and any other material, regardless of the form in which it was communicated or maintained (whether prepared by the Company, its representatives or otherwise) which contains or otherwise reflects information concerning the property and which Buyer, or its officers, directors, employees, affiliates and/or agents, including, without limitation, attorneys, accountants, consultants, financial advisors, surveyors and title insurance companies of Buyer (collectively "Buyer's Representatives") may be provided either by or on behalf of Company during the course of Buyer's evaluation of a possible Transaction. The term Evaluation Material shall also include all analysis, compilations, data, studies, surveys, environmental reports, title insurance commitments or policies, deeds, leases, historical information or other documents prepared by Buyer or its Representatives containing or based, in whole or in part, on any such furnished information or reflecting Buyer's review of or interest in the Property.

2. **Confidentiality.** Buyer and Buyer's broker agree to treat all Evaluation Material confidentially. Specifically, Buyer and buyer's broker agree not to disclose or allow disclosure to others of any Evaluation Material, including contacting any tenant, employees or customers relating to any business of the property. Buyer, however, may disclose Evaluation Material to Buyer's Representatives, to the extent necessary to permit Buyer's Representatives to assist Buyer in conducting its evaluation of a possible Transaction. Buyer shall require Buyer's Representatives to be informed of the confidential nature of the Evaluation Material and to agree to be bound by the terms of this Agreement to the same extent as if they were parties hereto. Buyer agrees to notify Company of the identity of Buyer's Representatives upon Company's request. Buyer also agrees to be responsible for any breach of this Agreement by any of Buyer's Representatives and agrees to abide by all applicable laws regarding the disclosure of personnel records and the right to privacy.

3. **Excluded Material.** Buyer shall not be required to maintain the confidentiality of those portions of the Evaluation Material that: (i) become generally available to the public other than as a result of disclosure by Buyer or by any of Buyer's Representatives; (ii) were available to Buyer on a non-confidential basis prior to the disclosure of such Evaluation Material to Buyer pursuant to this Agreement, provided that the source of such information was not known by Buyer or any of Buyer's Representatives, after reasonable investigation, to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Company or any of Company's affiliates with respect to such material; or (iii) become available to Buyer on a non-confidential basis from a source other than Company or their Representatives, provided that the source of such information was not known by Buyer or any of Buyer's Representatives, after reasonable investigation, to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Company or any of Company's affiliates with respect to such material.

4. Permissible Use and Disclosure of Evaluation Material. Buyer agrees that it will not use the Evaluation Material in any way directly or indirectly detrimental to Company. It is also understood and agreed that all communications regarding a possible Transaction will be submitted or directed exclusively to Broker and that none of Buyer's Representatives who are aware of the Evaluation Material and/or the possibility of a Transaction will initiate or cause to be initiated any communication with any Company Representative concerning the possible Transaction.

In addition, both parties agree that they will not make any disclosure that it is having or has had discussions concerning a Transaction, or that they are considering a possible Transaction; provided, however, that Buyer may make such disclosure if it has received the written opinion of its counsel that such disclosure must be made by Buyer in order that Buyer not commit a violation of law and, prior to such disclosure, Buyer promptly advise and consult with Company and its legal counsel concerning the information Buyer proposes to disclose.

5. Representation as to Accuracy of Evaluation Material. Although Broker and Company have endeavored to include in the Evaluation Material information known to them which they believe to be relevant and reliable for the purpose of Buyer's investigation, Buyer understands and agrees that neither Broker, Company, nor any Company Representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Material, or (ii) shall have any liability whatsoever to Buyer or Buyer's Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom. Buyer understands that only those particular representations and warranties which may be made to Buyer in a definitive acquisition agreement, when, as and if it is executed, and subject to such limitations and restrictions as may be specified in such definitive acquisition agreement, will have any legal effect.

6. Third Party Requests for Disclosure. In the event that Buyer or any person to whom Buyer transmits any Evaluation Material in accordance with this Agreement is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Evaluation Material, Buyer will give Company prompt written notice of such request or requirement so that the Company may seek an appropriate protective order or other remedy and/or waive compliance with the relevant provisions of this Agreement, and Buyer will cooperate with Company to obtain such protective order. In the event that such protective order or other remedy is not obtained or Company waives compliance with the relevant provisions of this Agreement, Buyer (or such other persons to whom such request is directed) will furnish only that portion of the Evaluation Material which, in the written opinion of Buyer's counsel, is legally required to be disclosed and, upon Company's request, use Buyer's best efforts to obtain assurances that confidential treatment will be accorded to such information. The term "person" as used in this Agreement will be interpreted broadly to include, without limitation, any corporation, company, partnership or other entity, as well as individuals. It is understood and agreed that if circumstances make it impossible to give such written notice, then any disclosure made shall be no more than is necessary to meet the minimum requirement imposed upon the party making such disclosure.

7. Buyer's Intention to Proceed with Transaction. If Buyer decides that it does not wish to proceed with a Transaction, Buyer will promptly notify Broker of that decision. In that case, or if Company elects to terminate further access by Buyer to the Evaluation Material for any reason, which it may do at any time in its sole discretion, Buyer will promptly redeliver to Company all copies of the Evaluation Material and will destroy all notes. Notwithstanding the return or destruction of Evaluation Material and notes,

Buyer, Buyer's broker, and Buyer's Representatives will continue to be bound by the obligations of confidentiality and all other obligations set forth in this Agreement.

8. Remedy Upon Breach of this Agreement. Buyer agrees that money damages would not be a sufficient remedy for any breach of this Agreement by Buyer or Buyer's Representatives, that in addition to all other remedies Company will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and Buyer further agrees to waive, and to use its best efforts to cause Buyer's Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that Buyer and/or any of Buyer's Representatives have breached this Agreement, Buyer agrees that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon Buyer and/or Buyer's Representatives and may be enforced in any other courts to whose jurisdiction Buyer and/or Buyer's Representatives are or may be subject by suit upon such judgment and that Buyer and/or Buyer's Representatives will be liable and pay to Company the reasonable legal fees incurred by Company in connection with such litigation, including any appeal therefrom.

9. Right of Assignment. Company reserves the right to assign its rights, powers and privileges under this Agreement (including, without limitation, the right to enforce the terms of this Agreement) to any person who enters into a Transaction.

10. Modification. All modifications of, waivers of and amendments to this Agreement or any part hereof must be in a writing signed on behalf of Buyer and Company. Buyer acknowledges that Company is intended to be benefited by this Agreement and that Company will be entitled to enforce this Agreement and to obtain for themselves the benefit of any remedies that may be available for the breach hereof. It is further understood and agreed that no failure or delay by Company in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

11. Severability. In the event that any provision or portion of this Agreement is determined to be invalid or enforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.