

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") dated as of \_\_\_\_\_ is entered into by \_\_\_\_\_ ("Broker/Buyer/Client") having an address of \_\_\_\_\_ In favor of Atlantic Retail Investment Services.

Seller (or sellers agent/broker) proposes to make available to Buyer/Broker and its officers, directors, employees, agents, accountants, lawyers and other advisors ("Representatives") (or to cause to be made available to Representatives) certain confidential, non-public or proprietary information (the "Evaluation Material") regarding the property and brought to Buyer/Broker's attention by Clients (the "Proposed Transaction"). The term "Evaluation Material" includes the fact that the Client is having discussions with Broker concerning the Proposed Transaction, and any information concerning the Property, and the Property's tenants, including but not limited to transaction documents, structure outlines, customer data, financial data and similar proprietary information, together with and all notes, compilations, analyses and other material prepared by Client and its Representatives which contain or reflect such Evaluation Material.

As a condition to Client providing the Evaluation Material, Buyer/Broker agrees as follows:

1. Buyer/Broker will require its Representatives to be bound by this Agreement, and Broker will be responsible for any breach of this Agreement by its Representatives.
2. Buyer/Broker will not disclose the Evaluation Material to anyone other than its authorized Representatives who need to know such information for purposes of evaluating the Proposed Transaction. Broker will use the Evaluation Material for the sole purpose of evaluating the Proposed Transaction and not for any other purpose.
3. This Agreement will not apply to Evaluation Material which (i) is or becomes generally available to the public other than as a result of disclosure by Broker or its Representatives in breach of this Agreement, or (ii) is or becomes available to Broker on a non-confidential basis from a source other than Broker, provided that such source is not known to Broker to be prohibited from disclosing such information by a legal, contractual or fiduciary obligation to Broker.

Buyer/Broker agrees that it will not, without express written authorization from Client, initiate or maintain contact with any joint venture partner, tenant, property manager, borrower, guarantor or other obligor under or with respect to the Property (except for contacts in the ordinary course of business unrelated to Client's evaluation of the Proposed Transaction).

4. Upon the request of Client, Buyer/Broker will return or certify to the destruction, as requested by Client, of all copies of the Evaluation Material.
5. If Buyer/Broker or any of its Representatives receives a request or becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order or similar process) to disclose any of the Evaluation Material, prior to any such disclosure Broker will (i) promptly notify Client and (ii) cooperate with Client in any attempt it may make to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be afforded the Evaluation Material. If such protective order or other appropriate remedy is not obtained, Broker will furnish only that portion of the Evaluation Material which is legally required.
6. Buyer/Broker will indemnify and hold harmless Client from any damage, loss, claim or other liability arising out of the breach of this Agreement by Client or its Representatives. Client acknowledges that Broker would be irreparably injured by a breach of this Agreement, and agree that Broker will be entitled to equitable relief (including injunctive relief and specific performance) in the event of any such breach. This remedy will be in addition to all other remedies available to Broker at law or in equity. No failure or delay by Broker in exercising any right, power or privilege hereunder will operate as a waiver thereof.
7. Client is providing the Evaluation Material to Buyer/Broker without representation or warranty, express or implied, of any kind or nature, as to accuracy, completeness or suitability for any purpose. Neither Client, nor its parent or subsidiaries (or their respective officers, directors, employees, agents or advisors), will have any liability to Broker as a result of its use of or reliance on the Evaluation Material.
8. This letter sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings (whether written, verbal, implied or otherwise) with respect thereto. No term or condition of this letter may be waived or otherwise modified except by a written agreement executed by the party to be charged.

*Atlantic Retail Properties Investment Services Group*

*600 Market St., Suite 204*

*Chapel Hill, NC 27516*

9. This Agreement will be governed and construed in accordance with the laws of the State in which the Property is located, and will be binding on the parties' successors and assigns.

IN WITNESS WHEREOF, a duly authorized representative of Broker and, if applicable, Client has executed this Agreement as of the date set forth above.

"Buyer"

By: (Signature): \_\_\_\_\_

(Print Name): \_\_\_\_\_

Date:

"Broker"

By: (Signature): \_\_\_\_\_

(Print Name): \_\_\_\_\_

Date:

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