



Commercial Real Estate Services, Worldwide.

CO-BROKER CONFIDENTIALITY AND DISCLAIMER AGREEMENT

**RE: 3138 Custer Drive
Lexington, KY 40517 (the "Property")**

ISAAC COMMERCIAL PROPERTIES, INC. dba NAI ISAAC has been retained by **OFFICE NOOK PROPERTIES, LLC** (the "Seller") of the above referenced Property, under an exclusive listing agreement, for the marketing and sale of the Property. All inquiries and communications relating to the sale of the Property should be directed to NAI Isaac.

The person or entity named below as the "Broker" wishes to register with NAI Isaac the person or entity named below as the "Prospective Purchaser" as a potential purchaser of the Property. Broker and Prospective Purchaser are not authorized to discuss the sale or availability of the Property with any person until Broker has received an executed copy of this Outside Brokerage Confidentiality and Disclaimer Agreement (the "Agreement") countersigned by NAI Isaac, which shall serve as authorization for the Broker to discuss the sale of the Property with the Prospective Purchaser only.

Upon NAI Isaac's receipt of this Agreement signed by the Broker, and provided that the Prospective Purchaser has not been previously registered with or by NAI Isaac as a potential purchaser, NAI Isaac will provide the Prospective Purchaser with certain confidential information relative to the Property's status, operations and terms of sale (collectively "Marketing Information"). NAI Isaac reserves the right to reject, as its sole discretion, the registration of any person or entity as a Prospective Purchaser and may require additional information as to the purposed purchaser's buying criteria and financial capabilities.

As a prerequisite to NAI Isaac's acceptance of the Broker's requested purchaser registration and NAI Isaac's release of any Marketing Information, Broker and Prospective Purchaser hereby acknowledges and agrees to the following:

1. Broker and Prospective Purchaser acknowledges that NAI Isaac is representing the Seller as its exclusive listing agent for the sale of the Property and that NAI Isaac rejects sub-agency. Broker shall represent the Prospective Purchaser only and shall not represent in any manner to be an agent of NAI Isaac or the Seller.
2. Broker agrees that the Marketing Information will not be used by the Broker in any way detrimental to the Seller, NAI Isaac, or their respective officers, employees or agents, or for any purpose other than evaluating a possible purchase of the Property by the Prospective Purchaser. Broker agrees to keep all Marketing Information (other than information which is a matter of public record) strictly confidential; provided, however, that the Marketing Information may be disclosed to the Prospective Purchaser and its officers, employees and professional counsel such as may be reasonably required to evaluate an acquisition of the Property. NAI Isaac and the Seller reserve the right, at their sole discretion, to require the Prospective Purchaser to enter into a separate confidentiality agreement relative to the Property and the Marketing Information.

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Lexington, Kentucky USA 40503
+1 859 224 2000
naiisaac.com

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3. Broker and Prospective Purchaser agree that all matters and information relating to any discussions or negotiations for the sale of the Property, whether conducted by the Seller, the Prospective Purchaser, NAI Isaac, the Broker, or any officer, employee or agent of any of these parties, shall be kept in strict confidence.

4. Broker acknowledges that the Marketing Information is selective and limited in nature, and that neither NAI Isaac nor the Seller purport those materials to be an all inclusive report on the Property. Certain leases, documents and other materials may be described in summary form, and such summaries do not purport to be complete, nor necessarily accurate, descriptions of the full agreements involved, nor do they purport to constitute a legal analysis of the provisions of those documents. Upon the Seller's authorization, the Prospective Purchaser will be afforded an opportunity to review additional information and to inspect the Property, with the final determination of the Property's status to be made by the Prospective Purchaser based solely on its own independent investigations and due diligence.

5. Broker and Prospective Purchaser acknowledges that NAI Isaac, the Seller, and their respective officers, employees or agents, do hereby expressly disclaim any and all liability, nor have they made or do make any representations or warranties, expressed or implied, as to the accuracy or completeness of the Marketing Information or the status of the Property. Furthermore, no legal commitments or obligations shall arise by reason of the presentation of the Marketing Information or of any related materials which may have been or will be presented during the marketing of the Property.

6. Broker and Prospective Purchaser acknowledges that NAI Isaac and the Seller expressly reserve the right, at their sole discretion, to alter or amend the terms of the Property's offering, to reject any or all expressions of interest or offers to acquire the Property and/or to terminate discussions with any entity at any time with or without notice. Seller shall have no legal commitment or obligation to any entity reviewing the Marketing Information or making an offer to acquire the Property unless and until a written agreement for such acquisition has been fully executed, delivered and approved by the Seller and any conditions to the Seller's obligations thereunder have been satisfied or waived.

7. Broker and Prospective Purchaser acknowledges that the Marketing Information is the property of NAI Isaac and the Seller, and the Broker and Prospective Purchaser hereby agrees that the Marketing Information will not be photocopied, re-typed or otherwise duplicated without the prior written approval of NAI Isaac and the Seller. The Marketing Information is to be returned to NAI Isaac immediately upon request or when the Prospective Purchaser declines to make an offer to acquire the Property or terminates discussions or negotiations with respect to the Property.

8. Broker and Prospective Purchaser agree to not disturb any tenants in possession of the Property or employees affiliated with the Property, or to reveal to such tenants or employees that the Property is being offered for sale or any matters relating to the Marketing Information.



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9. Broker represents and covenants that the Broker's relationship with the Prospective Purchaser is, and at the time of the consummation of any sale of the Property to the Prospective Purchaser will be, a duly licensed real estate broker in good standing in accordance with the real estate licensing laws of Broker's licensing state. Broker represents that the real estate brokerage license information it is providing below is true and correct.

10. Broker represents and covenants that the Broker's relationship with the Prospective Purchaser is, and at the time of the consummation of any sale of the Property to the Prospective Purchaser will be, an "arms length" relationship, wherein the Broker and its affiliates, officers, employees and agents will not and do not participate in the Prospective Purchaser's proposed ownership structure of the Property.

11. Broker acknowledges that if the Prospective Purchaser does indeed consummate a purchase of the Property, and if (i) this Agreement is in full force and effect, (ii) the Broker is in compliance with the terms of the Agreement, (iii) the Broker has continued to represent the Prospective Purchaser throughout the negotiations to acquire the Property and at the time of closing the sale of the Property to the Prospective Purchaser, NAI Isaac agrees to pay to the Broker, and the Broker agrees to accept from NAI Isaac, a fee of three (3%) percent of the gross sales price paid by Prospective Purchaser for the Property. The preceding notwithstanding, Broker hereby acknowledges that (i) NAI Isaac's obligation to pay said fee to Broker is contingent upon NAI Isaac's receipt from the Seller of the brokerage commission cited in the exclusive listing agreement for the Property, and (ii) said fee to Broker may be adjusted to reflect any collection costs incurred by NAI Isaac. Said fee shall be paid to Broker at closing.

12. Broker and Prospective Purchaser agree that it shall not look to NAI Isaac or the Seller for the payment of any fees or other compensation in connection with the sale of the Property to the Prospective Purchaser or any other party (whether or not consummated for any reason), except as stated herein. Broker agrees that its authorization to act in any brokerage capacity with respect to the sale of the Property is limited only to the Prospective Purchaser and is expressly governed by the terms of this Agreement.

13. Broker and Prospective Purchaser hereby indemnifies and saves harmless NAI Isaac, the Seller, and their respective affiliates, officers, employees and agents against and from any loss, liability or expense, including but not limited to attorney's fees, arising out of (i) any claim or loss by any other party if such claim is based in whole or in part on dealings with the Broker, (ii) any breach of any terms of this Agreement by the Broker.



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Broker, Prospective Purchaser and NAI Isaac hereby acknowledge their acceptance of the terms and conditions of this Agreement, as evidenced by their respective signatures below.

“BROKER” ACCEPTANCE:

By: _____
Principal Broker

Firm
Name: _____

Address: _____

Telephone: _____

Fax: _____

Licensing
State: _____

Date: _____, 20__

Time: _____ AM / PM

“PROSPECTIVE PURCHASER”:

By: _____
Prospective Purchaser

Address: _____

“NAI Isaac” ACCEPTANCE:

By: _____
AI Isaac

Its: President

Isaac Commercial Properties, Inc. d/b/a NAI Isaac
771 Corporate Drive, Suite 500
Lexington, KY 40503
859-224-2000
859-224-0848

Date: _____, 20__

Time: _____ AM / PM



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