



Commercial Real Estate Services, Worldwide.

## PROSPECTIVE PURCHASER'S CONFIDENTIALITY AGREEMENT

**OFFICE NOOK PROPERTIES, LLC** ("Owner") has retained **ISAAC COMMERCIAL PROPERTIES, INC. dba NAI ISAAC** as its exclusive representative with respect to the sale of the fee interest in 3138 Custer Drive, Lexington, Kentucky, 40517 (the "Property"). Upon execution of this Agreement, owner or NAI Isaac will deliver to \_\_\_\_\_ (the "Potential Purchaser") certain information and materials in connection with the sale of the Property. Such information and materials together with all analyses, compilations, studies or other documents whether prepared by you or otherwise, which contain or otherwise reflect such information or materials, are referred to collectively as the "Evaluation Materials." For the purposes of this Agreement, the word "sale" shall be deemed to mean and shall be construed as though it were the phrase "sale, purchase, encumbrance, pledge or other transfer." Unless otherwise specifically directed in writing, all communications relating to the Evaluation Materials or the possible sale of the Property should be directed to Owner and NAI Isaac.

The Evaluation Materials are intended solely for the limited use by the parties hereto in considering whether to pursue an offer to acquire the Property. The Evaluation Materials contain brief, selected information pertaining to the business and affairs of the Property. The Evaluation Materials do not, however, purport to be all inclusive or to officers, employees or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Materials, and no liability of any kind whatsoever is assumed by Owner or NAI Isaac with respect thereto.

The parties hereto agree that the delivery of the Evaluation Materials is subject to the following terms, covenants and conditions:

1. By acknowledgement of receipt of the Evaluation Materials, Potential Purchaser agrees that the Evaluation Materials are confidential, proprietary and the exclusive possession of Owner and further that Potential Purchaser and its agents, representatives and employees will hold and treat it in the strictest of confidence. Potential Purchaser further agrees that Potential Purchaser and its agents, representatives and employees will not duplicate, photocopy or otherwise reproduce the Evaluation Materials in whole or in part or otherwise use or permit it to be used in any fashion or manner detrimental to the Property or the interest of Owner without prior written authorization of Owner. Potential Purchaser further agrees (i) to disclose the Evaluation Materials only to Potential Purchaser's agents and employees who need to review the Evaluation Materials in connection with the purchase and who will be advised by Potential Purchaser of this Agreement and (ii) Potential Purchaser will be satisfied that such agents and employees will act in accordance with this Agreement.
2. The Potential Purchaser acknowledges that (i) the Potential Purchaser is a principal and not an agent of, or acting on behalf of any other person or entity in connection with the Property and (ii) it will not under any circumstances, look to make any demand upon or make any claim against the Owner, NAI Isaac or any person or entity directly or indirectly related hereto for any brokerage commissions, finder's fees or other compensation in connection with the sale or the possible sale of the Property.

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3. Potential Purchaser hereby agrees to indemnify Owner from any loss or damage which Owner may suffer as a result of the undersigned's breach of the terms and conditions of this Agreement.
4. Owner expressly reserves the right at Owner's sole, singular, exclusive and arbitrary discretion to reject any or all proposals or expressions of interest in the Property and to terminate discussions in connection therewith any party at any time without notice.
5. The Evaluation Materials shall not be deemed to represent the state of affairs of the Property or constitute an indication that there has been no change in the business or affairs of the Property since the date of preparation of the Evaluation Materials. Neither NAI Isaac nor Owner warrants or represents that the information contained in the Evaluation Materials is true or correct. You are advised to verify information independently. Owner reserves the right to make any change, to add, delete, or modify the information or to withdraw the Property from consideration at any time, without notice. The Evaluation Materials are not to be construed as an offer, an expression of intent, an obligation, or as part of any contract or commitment, to sell the Property.
6. The inclusion or exclusion of information in the Evaluation Materials relating to asbestos or any other hazardous, toxic or dangerous chemical item, waste or substance (hereinafter collectively referred to as "Environmental Issues") relating to the Property shall in no way be construed as creating any warranties or representation, expressed or implied by Owner or its agents as to the existence or nonexistence or nature of Environmental Issues in, under or on the Property, or to create legal and/ or economic obligations upon Owner, lessee and/ or other holders of interest in the Property or a part thereof.
7. The Potential Purchaser represents and warrants that it has not had any discussion or dealings regarding the Property with any broker, finder or agent other than Owner or NAI Isaac and hereby agrees that the obligation to pay any such brokerage commission, except for the compensation due to NAI Isaac, is an obligation of the Potential Purchaser and hereby agrees that it shall not look to Owner for the payment of any such brokerage commission. If the Potential Purchaser does consummate a purchase of the Property and elects to utilize a broker, no commission is due from NAI Isaac or Seller to said broker.
8. If Potential Purchaser is requested or required by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process to disclose (i) the Evaluation Materials or any information contained therein or (ii) any information relating to Potential Purchaser's opinion, judgment or evaluation as development from the Evaluation Materials and any information contained therein, it is agreed that Potential Purchaser will provide Owner with prompt notice of any such request or requirement so that Owner may seek an appropriate protective order or waive Potential Purchaser's compliance with the provisions of the agreement. If, failing the entry of a protective order prior to the receipt of a waiver hereunder, Potential Purchaser is, in the opinion of Potential Purchaser's counsel, compelled to disclose any part of the Evaluation Materials, Potential Purchaser may disclose that part of the Evaluation Materials which Potential Purchaser's counsel advises Potential Purchaser that Potential Purchaser is compelled to disclose. In any event, Potential Purchaser will not oppose action by Owner to obtain appropriate protective order or

other reliable assurance that the confidential treatment will be accorded the Evaluation Materials.

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

**“POTENTIAL PURCHASER”:**

By: \_\_\_\_\_

Firm  
Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Time: \_\_\_\_\_ AM / PM