

# CONFIDENTIALITY AGREEMENT

Atlee Square Shopping Center | 9159 - 9173 Atlee Road, Mechanicsville, VA 23116

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This Confidentiality Agreement ("Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date"), by and between:

**Property:** Atlee Square Shopping Center, 9159 - 9173 Atlee Road,  
Mechanicsville, Virginia 23116

**Owner/Seller:** Nena Grove Lane, LLC

**Broker/Listing Agent:** Chesterfield Commercial Realty  
Terry Earnest: terry@ccrealtyllc.com • (804) 651-0274  
Parker Hall: parker@ccrealtyllc.com • (804) 339-7639  
Office: (804) 744-9290

**Prospective Purchaser:** \_\_\_\_\_

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## 1. PURPOSE

Chesterfield Commercial Realty ("Broker"), as exclusive listing agent for the Owner, may furnish the Prospective Purchaser with confidential information regarding the Property — including financial statements, rent rolls, lease abstracts, operating expenses, and the Offering Memorandum (collectively, "Confidential Information") — solely for the purpose of evaluating a possible acquisition.

## 2. CONFIDENTIAL INFORMATION

"Confidential Information" means all written, oral, or electronic information disclosed by Broker or Owner to the Prospective Purchaser in connection with a possible acquisition, including without limitation financial data, rent rolls, lease documents, environmental and inspection reports, title information, and all analyses or summaries derived therefrom. Information that is or becomes publicly available, is independently developed, or is received from a third party without restriction is excluded.

## 3. OBLIGATIONS OF PROSPECTIVE PURCHASER

The Prospective Purchaser agrees to: (a) keep all Confidential Information strictly confidential using no less than reasonable care; (b) not disclose Confidential Information to any third party without prior written consent of Broker and Owner, except to Representatives (officers, attorneys, accountants, lenders) with a bona fide need to know who are bound by equivalent confidentiality obligations; (c) use Confidential Information solely to evaluate a possible acquisition; (d) not contact tenants, employees, contractors, or vendors of the Property without Broker's prior written consent; and (e) promptly notify Broker of any unauthorized disclosure and cooperate to mitigate any resulting harm.

**4. RETURN OF MATERIALS**

Upon written request by Broker or Owner, or upon termination of negotiations, the Prospective Purchaser shall within five (5) business days either return all Confidential Information (and all copies, summaries, or analyses derived therefrom) or certify in writing that all such materials have been destroyed. Electronic files may be permanently deleted in lieu of physical return.

**5. NO REPRESENTATION OR WARRANTY**

Neither Broker nor Owner makes any representation or warranty as to the accuracy or completeness of the Confidential Information. The Prospective Purchaser shall rely solely upon its own independent investigation and due diligence. Financial information reflects current in-place income and expenses and is not a projection or guarantee of future performance. Neither Broker, Owner, nor their respective agents shall have any liability for reliance upon the Confidential Information.

**6. NO OBLIGATION TO TRANSACT**

Nothing in this Agreement constitutes a commitment or obligation to proceed with any transaction. Owner reserves the right, in its sole discretion and without notice or liability, to withdraw the Property from the market, negotiate with other parties, or modify or reject any offer at any time. No sale shall be binding unless set forth in a fully executed written purchase and sale agreement.

**7. BROKER RELATIONSHIP**

The Prospective Purchaser acknowledges that Chesterfield Commercial Realty represents the Owner/Seller exclusively and owes no fiduciary duty to the Prospective Purchaser. All inquiries, offers, and letters of intent shall be directed exclusively through Broker. Direct communication with the Owner or tenants is prohibited without Broker's prior written consent.

**8. REMEDIES**

Any breach or threatened breach of this Agreement may cause immediate and irreparable harm for which monetary damages may be inadequate. Accordingly, Owner and Broker shall be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law or in equity.

**9. GOVERNING LAW**

This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any dispute shall be resolved exclusively in the state or federal courts located in Hanover County, Virginia, to whose jurisdiction the parties hereby consent.

**10. ENTIRE AGREEMENT / COUNTERPARTS**

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior understandings. It may not be amended except by a written instrument signed by both parties. This Agreement may be executed in counterparts, including electronically (PDF, DocuSign, or equivalent), each of which shall be deemed an original and all of which shall constitute one and the same instrument, enforceable under the Virginia Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement as of the date first written above.

**PROSPECTIVE PURCHASER:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company / Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGED BY BROKER:**

Chesterfield Commercial Realty  
Signature: \_\_\_\_\_  
Name: Terry Earnest / Parker Hall  
Title: Broker / Agent  
Phone: (804) 651-0274 / (804) 339-7639  
Date: \_\_\_\_\_

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**PURCHASER'S BROKER / REPRESENTATIVE (if applicable):**

If the Prospective Purchaser is represented by a broker or other representative, that party shall also execute below, confirming receipt and agreement to the terms of this Agreement.

Firm / Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Broker / Agent Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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This Agreement is provided by Chesterfield Commercial Realty, acting as exclusive listing agent for the Property. All inquiries should be directed to: Terry Earnest: [terry@ccrealtyllc.com](mailto:terry@ccrealtyllc.com) • (804) 651-0274 | Parker Hall: [parker@ccrealtyllc.com](mailto:parker@ccrealtyllc.com) • (804) 339-7639 | Office: (804) 744-9290