AVISON YOUNG

40 Calhoun St. Suite 350
Charleston, SC 29401
avisonyoung.com

RE: CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT
3300 Cypress Gardens Road, Moncks Corner, SC 29461 (the "Property")

To Whom It May Concern:

This will serve to confirm our agreement concerning certain material, data, and information that **Avison Young – South Carolina, Inc.** ("**Avison Young**") will make available to the undersigned principal ("**Principal**") for review in connection with a possible purchase by Principal of the Property. This information may include, without limitation, an offering memorandum or materials and various other papers, legal instruments, studies, brochures, computer output, and other data concerning the Property, as well as oral discussions and Property visitations (collectively, "**Evaluation Material**").

Avison Young is prepared to furnish Principal with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that Principal treats such Evaluation Material confidentially and confirms certain representations to Avison Young. Therefore, as a prerequisite to Avison Young's furnishing the Evaluation Material, Principal represents and agrees as follows:

1. The Evaluation Material furnished to Principal will be used by Principal solely for evaluating a possible transaction exclusively for Principal's own account, as principal in the transaction, and not as a broker or agent for any other person. Therefore, Principal agrees to keep all Evaluation Material strictly confidential; provided however, that any such Evaluation Material may be disclosed to its directors, officers, employees, partners, advisors, and consultants as well as its counsel, accounting firms, and financial institutions ("**Representatives**") who need to know such information for the purpose of assisting Principal with Principal's possible purchase of the Property. Principal's Representatives will be informed by Principal of the confidential nature of such information and will be directed by Principal to treat such information with strict confidence. Principal will be responsible for the compliance by those parties with the terms of this Agreement.

   Principal agrees not to copy or duplicate the Evaluation Material and to return the Evaluation Material to Avison Young promptly if Principal decides not to go forward with discussions or if requested by Avison Young. Principal agrees that the owner of the Property ("**Owner**") and Avison Young will have no adequate remedy at law if Principal violates any of the terms of this Agreement. In such event, the Owner or Avison Young will have the right, in addition to any other right the Owner or Avison Young may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms. In the event that the Owner and/or Avison Young is successful in any action for injunctive relief or in any action for damages as a result of our breach of this Agreement, Principal agrees to pay the Owner's and Avison Young's costs and expenses of such action, including reasonable attorneys' fees, costs, and expenses.

   In addition, Principal will not disclose and Principal will direct its Representatives not to disclose to any person, the fact that the Evaluation Material has been made available to Principal, that discussions or negotiations among Principal, the Owner and Avison Young are now taking place or will take place, or any of the terms, conditions, or other facts with respect to the possible acquisition of the Property.

   The term "Evaluation Material" does not include information or materials that (i) are or become available to the public other than as a result of a disclosure by Principal, (ii) becomes available to Principal on a non-confidential basis from another source that, to the best of Principal's knowledge, is not subject to a confidentiality agreement, (iii) was known by Principal before its disclosure by Avison Young or Owner, or (iv) are required to be disclosed by applicable law or at the request of any regulatory or supervisory authority having jurisdiction over Principal.

2. Although Avison Young has endeavored to include in the Evaluation Material information that Avison Young believes to be relevant for the purpose of helping Principal in its evaluation of the Property for possible purchase, Principal understands and acknowledges that neither the Owner nor Avison Young nor any of their respective affiliates or agents make any representation or warranty to Principal as to the accuracy or completeness of the Evaluation Material. Principal agrees that the Owner, Avison Young and their respective affiliates or agents will not have any liability to us as a result of Principal's use of the Evaluation Material and it is understood that Principal is expected to perform and is responsible for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, as Principal deems necessary or desirable and as permitted by agreement with the Owner of the Property.

3. Principal represents whether it is represented by a broker or agent in connection with any possible transaction involving the Property. If Principal is represented by a broker, Principal shall disclose the identity of such broker to Avison Young in writing prior to submitting any offer or proposal. Avison Young, as the sole exclusive agent for Owner, agrees that it will cooperate with a properly disclosed and licensed broker representing Principal and will share its commission with such broker pursuant to a separate written co-brokerage agreement between Avison Young and such broker. Principal acknowledges and agrees that any such commission sharing shall be paid solely by Avison Young out of its commission and that Owner shall have no obligation to pay any additional commission, fee, or compensation as a result of such cooperation. Principal further represents that, other than any broker disclosed in writing to Avison Young, no broker or agent has been engaged by or represents Principal in connection with the Property, and Principal agrees to indemnify and hold harmless Owner and Avison Young from any claims for commissions or fees asserted by any other broker claiming through Principal.

4. Avison Young is acting on behalf of Owner as the sole exclusive agent and advisor in connection with the sale of the Property. In the event Principal is represented by a broker properly disclosed in accordance with Section 3, Avison Young may enter into a separate written co-brokerage agreement with such broker and agree to share its commission with that broker. Any such commission shall be paid solely by Avison Young out of the commission payable to Avison Young by Owner, and Owner shall not be obligated to pay any additional commission, fee, or other compensation as a result thereof. Except for any broker properly disclosed pursuant to Section 3 and approved by Avison Young in writing, Principal agrees to be solely responsible for any brokerage commissions, finder's fees, or other compensation claimed by any broker, finder, or agent alleging that they have dealt with or through Principal in connection with the negotiation and/or sale of the Property. Principal further agrees to defend, indemnify, and hold harmless Owner and Avison Young from and against any and all claims, liabilities, damages, and costs of defense (including reasonable attorneys' fees, costs, and expenses) arising from any such claims.

5. Principal agrees not to communicate with any tenants, governmental authorities, service providers, or other parties with a contractual relationship to the Property, except in the ordinary course of business, unrelated to the potential sale of the Property, without the prior written consent of Owner, which may be given or withheld in Owner's sole discretion.

6. Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers to purchase an interest in the Property and/or to terminate discussions with any potential purchaser at any time, with or without notice. The Owner will have no legal commitment or obligation to any potential purchase unless and until a written agreement for the sale of the Property has been fully executed and delivered by Owner. Any discussions with respect to the possible sale of the Property are subject to change of price, prior sale, financing, or withdrawal without notice.

7. During the term of this Agreement, the Principal agrees not to pursue or engage in any transaction involving the Property or contact, directly or indirectly, any party-in-interest relating to the Owner's business or pursue any introduction of any party of interest without the Avison Young's prior express written consent. The Principal agrees that all communications regarding the Property, requests for additional information, and discussions or questions

regarding procedures will be submitted or directed to Avison Young and not directly with any other party. The Principal covenants not to use the Evaluation Material to the detriment of the Owner and to use it only in connection with its evaluation of the Property. Avison Young shall be present in the engagement of any transaction involving the Property with introduced parties-in-interest by the Principal.

8. The provisions of this Agreement remain in effect with respect to any or all Evaluation Material until the earliest of (i) the date such Evaluation Material is no longer Evaluation Material within the meaning of this Agreement; (ii) the date that a transaction is closed between Owner and Principal; or (iii) 12 months from the date of this Agreement. Notwithstanding anything above, the terms of any sale of the Property will remain confidential.

9. Principal warrants and represents to Avison Young that Principal, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not and will not become a person or entity with whom Avison Young is restricted from doing business with under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

10. The parties agree that Owner is a third-party beneficiary of this Agreement and will have the right to seek performance of the obligations of this Agreement. This Agreement embodies the full understanding of the parties and may not be changed orally. This Agreement is governed and construed in accordance with the laws of the State of South Carolina.

Thanks,

Alex Irwin
Don Lewis
Gray Wilson
Avison Young – South Carolina, Inc.

Agreed and acknowledge by:

Principal: ______________________________

By: ______________________________
Title: ______________________________
Company: ______________________________
Date: ______________________________
Address: ______________________________
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Email: ______________________________
Phone: ______________________________

AVISON
YOUNG

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Return to: AVISON YOUNG – SOUTH CAROLINA, INC.

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gray.wilson@avisonyoung.com