Confidentiality and Non-Disclosure Agreement

Regarding the Property Located at 625 Alleghany Avenue, Staunton, Virginia 24401

CONFIDENTIAL — FOR PROSPECTIVE PURCHASER REVIEW ONLY

This Confidentiality and Non-Disclosure Agreement ("**Agreement**") is made by and between **Mac Westland Real Estate Group**, as listing broker ("**Broker**") for the owner of the property located at 625 Alleghany Avenue, Staunton, Virginia 24401 (the "**Property**"), and the undersigned prospective purchaser ("**Recipient**"), in connection with Recipient's consideration of a possible purchase of the Property.

1. **Purpose.** Recipient desires to review certain financial and operational information regarding the Property, including but not limited to income and expense statements, rent rolls, lease information, and related financial records (collectively, the "**Confidential Information**"), solely for the purpose of evaluating a potential purchase of the Property.

2. **Confidentiality Obligation.** Recipient agrees to: (a) hold the Confidential Information in strict confidence; (b) use the Confidential Information solely to evaluate a potential acquisition of the Property; (c) not disclose the Confidential Information to any third party except as permitted in Section 3 below; and (d) protect the Confidential Information with at least the same degree of care Recipient uses to protect its own confidential information of similar importance, and in no event less than reasonable care.

3. **Permitted Disclosure.** Recipient may disclose Confidential Information to its officers, partners, employees, attorneys, accountants, lenders, and other professional advisors who have a legitimate need to know such information in connection with Recipient's evaluation of the Property, provided such persons are informed of its confidential nature and agree to be bound by terms consistent with this Agreement. Recipient shall be responsible for any breach of this Agreement by such persons.

4. **No Contact with Tenants or Vendors.** Recipient shall not contact any tenant, employee, contractor, or vendor of the Property regarding the Property or this Agreement without the prior written consent of Broker.

5. **Exclusions.** Confidential Information does not include information that: (a) is or becomes generally available to the public through no fault of Recipient; (b) was already known to Recipient on a non-confidential basis prior to disclosure; (c) is independently developed by Recipient without use of or reference to the Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided Recipient gives Broker prompt notice of such requirement to the extent legally permitted.

6. **No Representations or Warranties.** The Confidential Information is provided as a courtesy to assist Recipient's evaluation of the Property. Neither Broker nor the owner of the Property makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Recipient is solely responsible for its own independent investigation and due diligence and shall not rely on the Confidential Information as a substitute for such investigation.

7. **No Obligation to Transact.** This Agreement does not obligate the owner of the Property to sell the Property, to negotiate with Recipient, or to enter into any agreement of any kind. Any such transaction shall be subject to a separate written agreement executed by the parties.

8. **Return or Destruction of Materials.** Upon Broker's request, Recipient shall promptly return or destroy all copies of the Confidential Information in its possession and, if requested, certify such destruction in writing, except that Recipient's attorneys may retain one archival copy subject to continuing confidentiality obligations.

9. **Term.** Recipient's confidentiality obligations under this Agreement shall remain in effect for two (2) years from the date of execution below, regardless of whether Recipient proceeds with a purchase of the Property.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the

Commonwealth of Virginia, without regard to its conflict of laws principles.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior discussions or agreements, whether written or oral, relating thereto.

By signing below, Recipient acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

RECIPIENT / PROSPECTIVE PURCHASER

______________________	______________________
Print Name	Company / Entity (if applicable)
______________________	______________________
Signature	Date
______________________	______________________
Phone	Email

LISTING BROKER

Mac Westland	Mac Westland Real Estate Group
Print Name	Brokerage
______________________	______________________
Signature	Date