

RIDDLE ASSOCIATES, INC. Commercial Real Estate 530 Woodlake Circle, Suite 100
Chesapeake, VA 23320 (757) 523-1900

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Riddle Associates, Inc. ("Agent") has been retained as the exclusive advisor and broker for the owner ("Owner") in connection with the potential sale of the following real property (collectively, the "Property"):

- 896 Diamond Springs Road, Virginia Beach, VA 23462
- 5461 Wesleyan Drive, Virginia Beach, VA 23462
- 5449 Wesleyan Drive, Virginia Beach, VA 23455

You have advised Agent that _____ ("Purchaser") is interested in a possible purchase of the Property. At Purchaser's request, Agent may provide certain information concerning the Property. Such information may include, without limitation, offering memoranda, financial statements, rent rolls, leases, surveys, studies, reports, plans, correspondence, analyses, computer output, photographs, and all oral or written communications or discussions related to the Property (collectively, the "Evaluation Material").

As a material inducement to Agent furnishing the Evaluation Material, Purchaser and Purchaser's broker or representative, if any ("Purchaser's Agent"), hereby agree as follows:

1. USE AND CONFIDENTIALITY OF EVALUATION MATERIAL

All Evaluation Material furnished by Agent or Owner shall be used solely for the purpose of evaluating a possible purchase of the Property and for no other purpose. Purchaser agrees to keep the Evaluation Material strictly confidential and shall not disclose it to any person or entity except to Purchaser's directors, officers, partners, employees, lenders, investors, attorneys, accountants, and advisors (collectively, "Related Parties") who have a bona fide need to know such information for the sole purpose of evaluating the Property. Purchaser shall inform all Related Parties of the confidential nature of the Evaluation Material and shall be fully responsible for any breach of this Agreement by any Related Party.

2. NON-DISCLOSURE OF TRANSACTION AND TERMS

Purchaser agrees not to disclose to any person or entity the existence of this Agreement, the fact that discussions or negotiations are taking place, the status of any negotiations, or any terms, conditions, or other non-public information relating to the Property or any proposed transaction, except with the prior written consent of Agent and Owner.

3. NO CONTACT / NON-CIRCUMVENTION

Purchaser and Purchaser's Agent expressly agree that they shall not, directly or indirectly, contact or communicate with Owner, tenants, occupants, property management, vendors, or lenders associated with the Property without the prior written consent of Agent. All inquiries, requests, inspections, and communications concerning the Property shall be conducted exclusively through Agent. Any violation of this provision shall be deemed a material breach of this Agreement.

4. NO REPRESENTATIONS OR WARRANTIES

Purchaser acknowledges and agrees that neither Agent nor Owner makes any representation or warranty, express or implied, as to the accuracy or completeness of the

Evaluation Material. The Evaluation Material is provided strictly "AS IS," and Purchaser agrees to rely solely on its own independent investigation, inspections, and due diligence. Agent and Owner expressly disclaim any liability arising from the use of or reliance upon the Evaluation Material.

5. RETURN OR DESTRUCTION OF EVALUATION MATERIAL

Upon written request by Agent or Owner, Purchaser shall immediately return or permanently destroy all Evaluation Material, including all copies, notes, summaries, or extracts thereof, and shall certify such return or destruction in writing.

6. NO OBLIGATION OR COMMITMENT

Owner and Agent expressly reserve the right, in their sole and absolute discretion, to reject any and all offers, to terminate discussions at any time, or to withdraw the Property from the market without notice. No legal obligation or commitment shall exist unless and until a definitive written agreement has been fully executed and delivered by Owner and approved by Owner's legal counsel.

7. BROKERAGE AND INDEMNIFICATION

Purchaser acknowledges that Agent represents Owner exclusively in connection with the Property. Owner shall be responsible for payment of Agent's commission pursuant to a separate agreement. Purchaser and Purchaser's Agent agree to indemnify, defend, and hold harmless Agent and Owner, and their respective affiliates, officers, directors, and employees, from and against any and all claims, losses, liabilities, costs, or expenses, including reasonable attorneys' fees, arising out of any claim for brokerage commissions, finder's fees, or compensation asserted by any party based on Purchaser's actions or representations.

8. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any litigation arising out of this Agreement shall be brought exclusively in a court of competent jurisdiction located within the Commonwealth of Virginia.

9. BINDING EFFECT

This Agreement shall be binding upon Purchaser, Purchaser's Agent, and their respective successors and assigns. Facsimile and electronic signatures shall be deemed original and enforceable.

VERY TRULY YOURS,

RIDDLE ASSOCIATES, INC.

By: Robert L. Riddle, CCIM
Title: Partner

Date

ACCEPTED AND AGREED TO:

PURCHASER:

Signature

Date

Name: _____

Title: _____

Company: _____

Address: _____

Email: _____ Phone: _____

PURCHASER'S AGENT (IF APPLICABLE):

Signature

Date

Name: _____

Title: _____

Company: _____

Address: _____

Email: _____

Phone: _____