

Grisanti Group Commercial Real Estate, LLC
201 Moser Road, Suite C
Louisville KY 40223
502-253-1811

Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by Grisanti Group Commercial Real Estate, LLC ("Broker"), exclusive listing broker for the Property, and _____ ("Prospective Purchaser"), and _____ ("Broker/Agent for Prospective Purchaser") regarding the property known as 2519 Data Drive ("Property"). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker's listing agreement with Owner.

PROSPECTIVE PURCHASER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the Property has instructed Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement.

THE PARTIES AGREE, In consideration of the covenants and agreements contained herein, as follows:

1. Prospective Purchaser will not disclose, permit the disclosure of, release, copy, disseminate, or transfer any information obtained hereunder ("Information") to any other person or entity except as noted below.
2. If Prospective Purchaser is a corporation, partnership, limited liability company, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Prospective Purchaser understands that all Information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
4. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time or in any manner be used for any other purpose.
5. Prospective Purchaser shall not contact directly any persons concerning the Property other than Broker without Broker's or Owner's written permission. Such persons include, without limitation, Owner's employees, suppliers, and tenants.
6. Prospective Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients). Prospective Purchaser acknowledges that in the event they are working with any other broker or agent other than Grisanti Group Commercial Real Estate, LLC in connection with the Property, Prospective Purchaser will be solely responsible for paying such broker's fee unless otherwise agreed.
7. Broker states, regarding only Broker, and Owner states, regarding only Owner, that all material regarding the Property created by Broker and/ or Owner is provided to Prospective Purchaser without warranty of any kind, except that such material does not contain any information known to the provider to be untrue or misleading. Broker and Owner make no warranty of completeness or correctness with respect to material created or compiled by others and provided to Prospective Purchaser through Broker or Owner, neither Broker nor Owner having made any independent inquiry or investigation with regard to such material. Prospective Purchaser acknowledges the foregoing, and assumes full responsibility to

use due diligence and exercise reasonable care in obtaining, reviewing and verifying any and all material, not limited to that provided by Broker and/or Owner, that it deems necessary to determine whether to purchase the Property, and what amount it is willing to pay therefor.

8. The persons signing on behalf of Prospective Purchaser represent that they have the authority to bind the party for whom they sign.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Kentucky.
10. Prospective Purchaser hereby acknowledges that Prospective Purchaser has been informed by this written disclosure, that Grisanti Group Commercial Real Estate, LLC through Paul Grisanti, and/or its respective agents, is acting as Agent of the Seller of the property and any information given by Prospective Purchaser to agents may be disclosed to the Seller, except that which would violate KREC laws pertaining to Dual Agency and Confidentiality.
11. If represented by a Broker/Agent of Prospective Purchaser, Broker/Agent shall be bound by the same agreement as the Prospective Purchaser. If Prospective Purchaser is represented by a Broker/Agent, Grisanti Group will cooperate on the real estate fee.

Prospective Purchaser (Print) _____

By: (Signature) _____ Date: _____ Time _____

Title: (If business entity) _____

Co- Prospective Purchaser (if individual) _____

By: (Signature) _____ Date: _____ Time _____

Title: (If business entity) _____

Broker/Agent for Prospective Purchaser (Print) _____

By: (Signature) _____ Date: _____ Time _____

Title: (If business entity) _____

Company Name: _____