



Competition Realty LLC
CONFIDENTIALITY AGREEMENT
(Memorandum of Understanding)

David Lindsey/Principal Broker ♦ 5368 Providence Road □ Virginia Beach, Virginia 23464
 ☎ 757 ♦ 424-5102 ○ FAX 503 ♦ 961.0852

A failure to return this fully executed Memorandum to us within ten (10) business days from _____ will render it null and void and of no further force and effect. A fully executed Memorandum will constitute our agreement with respect to the subject matter of this Memorandum

You have informed us that

_____ ("Purchaser")

is interested in the purchase of the Property. Therefore, you have requested that Agent furnish Purchaser information concerning the Property. This information may include, without limitation, (i) the offering memorandum prepared by Agent, (ii) various papers, documents, legal instruments, studies, brochures, computer output, and other materials, and (iii) any discussions or Property visitations which are conducted with or by Purchaser concerning the Property (all of the aforementioned information is collectively referred to as "Evaluation Material"). In this connection, we are prepared to consider the furnishing of the Evaluation Material to Purchaser only upon the condition that Purchaser (i) has submitted a written purchase offer that has been accepted by the seller (ii) agrees to treat the Evaluation Material confidentially as hereinafter provided (iii) agrees that this agreement only becomes effective when countersigned by the seller. Therefore, in addition to above, as a further prerequisite to Agent furnishing this Evaluation Material to Purchaser, you hereby agree as follows:

In connection with the possible acquisition by you and/or your client of OUR CLIENT

known as	
on behalf of	(Seller)
located at	

we will furnish you information regarding the business, financial condition and operations of the same. In consideration of obtaining this proprietary information, you agree that:

1. All proprietary information furnished by us and/or our client to you and/or your client is to be received and treated as confidential. The term proprietary information does not include any information which is, or becomes, generally available to the public or is already in its possession.

All Evaluation Material furnished to Purchaser by Agent or Seller will not be used or duplicated by Purchaser for any purpose other than evaluating a possible purchase of the Property by Purchaser. Therefore, Purchaser agrees to keep all Evaluation Material (other than information which is a matter of public record or is provided in other sources readily available to the public other than as a result of disclosure by Purchaser or a Related Party) strictly confidential; provided, however, that the Evaluation Material may be disclosed to directors, officers, and employees of Purchaser, and to Purchaser's outside counsel and accounting firm (all of whom are collectively referred to as "Related Parties") who, in Purchaser's judgment, need to know such information for the purpose of evaluating a possible purchase of the Property. These Related Parties shall be informed by Purchaser of the confidential nature of such information and shall be directed by Purchaser to keep such information in the strictest confidence and to use such information only for the purpose of evaluating a possible purchase by Purchaser. Purchaser will promptly, upon the request of Agent or Seller, deliver to Agent or Seller all written Evaluation Material furnished to it by Agent or Seller, whether furnished before or after the date of this letter, without retaining copies thereof.

Although we have endeavored to include in the Evaluation Material information which we believe to be relevant to your investigation, Purchaser understands and acknowledges that neither Agent nor Seller makes any representation or warranty as to the accuracy or completeness of the Evaluation Material. The financial information and projections contained in the Evaluation Material represent estimates based on assumptions considered reasonable under the circumstances although not independently verified by Agent. Agent and Seller make no representations or warranties, express or implied, that actual results of operations will conform to such projections. Seller and Agent expressly disclaim any and all liability for representations or warranties, express or implied, contained in this Evaluation Material or for omissions from this Evaluation Material, or in any other written or oral communications transmitted or made available to Purchaser. Purchaser agrees that neither Agent nor Seller nor any affiliate of Agent or Seller shall have any liability to Purchaser or any of its representatives or Related Parties resulting from use of or reliance upon the Evaluation Material.

Purchaser agrees not to make any of the Evaluation Material available, or disclose any of the contents of the Evaluation Material, or disclose either the fact that discussions or negotiations are taking place concerning a possible sale of the Property to Purchaser or any of the terms, covenants, conditions, or other facts with respect to any such investment proposal, including the status thereof, to any person other than as permitted herein unless: (i) such person has been identified in writing to Agent and Seller; (ii) Agent and Seller have approved in writing the disclosure of the Evaluation Material to such person; and (iii) such person has entered into a written Confidentiality Agreement with Agent and Seller the provisions of which agreement shall be substantially the same as the provisions of this Agreement. The term "person" as used in this Agreement shall be interpreted broadly to include, without limitation, any corporation, partnership, association, or individual. Purchaser will direct Related Parties to whom Evaluation Material is made available not to make similar disclosures and any such disclosure shall be deemed, made by, and be the responsibility of Purchaser.

DISCLAIMER REGARDING ELECTRONIC SIGNATURE(S) - FOR THE PURPOSES OF THIS DOCUMENT AND ALL DOCUMENTS THAT RELATE TO (I) THIS DOCUMENT (II) ALL OTHER CONTRACTS OR (III) AGREEMENTS THAT RELATE TO THIS DOCUMENT, ELECTRONIC SIGNATURE RULES DO NOT APPLY TO THIS (I) THIS DOCUMENT AND (II) ALL OTHER CONTRACTS OR (III) AGREEMENTS THAT RELATE TO THIS DOCUMENT. IN THIS MATTER THE DOCUMENT IS/SHALL BE CONSIDERED COMPLETE ONLY WITH MANUALLY-AFFIXED ORIGINAL SIGNATURES ON ORIGINAL DOCUMENTS

2. Unless we otherwise agree in writing, you and your client will not disclose or reveal any proprietary information for five years from this date to any person(s) or entities(s) other than your and/or your client's employees or representatives who are directly participating in the evaluation of the information, for any purpose other than in connection with this transaction.
3. If your client(s) should decide that he/she/it/they does not wish to pursue the proposed transaction, you will advise us of this fact and deliver to us all the proprietary information furnished to the both of you; or copies made thereof without keeping any of it.
4. Although you understand that both our client and we have included in the proprietary information certain information which we consider to be relevant for the purposes of your investigation we do not make any representation or warranty as to its completeness or accuracy.
5. It is furthered agreed that in the event the undersigned (purchaser) or his/ her/its agent(s) violate the terms herein he/she/they/it agrees to purchase of the herein described property and pay the full list price of _____ with no further negotiations required by our client.
6. You acknowledge that this firm represents the seller in this matter and is acting on behalf of the seller as its agent.
7. This Agreement shall be governed by, and construed in accordance with, the laws of the State of VIRGINIA. Any litigation arising out of this Agreement or the transactions contemplated hereby shall be brought in the courts of the State of VIRGINIA, and the parties hereto consent to the jurisdiction of such courts.
8. Purchaser has been advised that Agent is acting on behalf of Seller as exclusive broker in connection with the investment in the Property. Therefore, Purchaser agrees to pay all brokerage commissions, finder's fees, and other compensation to which any broker, finder or other person may be entitled in connection with the sale of the Property if such claim or claims for commissions, fees or other compensation are based in whole or in part on dealings with Purchaser or any of its representatives (except Agent's compensation which is payable by Seller); and Purchaser agrees to indemnify and hold harmless Agent and Seller, their respective affiliates, successors, and assigns, employees, officers, and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation for bringing about any sale of the Property to Purchaser if such claim or claims are based in whole or in part on dealings with Purchaser or any of its representatives.
9. No failure or delay by Seller or its Agent in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or failure to exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
10. Seller and Agent expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to purchase the Property from Purchaser or any other person or entity and or to terminate discussions with Purchaser or any other person or entity at any time with or without notice. Seller shall have no legal commitment or obligation to Purchaser, or any other person or entity reviewing the Evaluation Material or making an offer to purchase the Property unless and until such purchase of the Property is approved on whatever terms deemed desirable by the necessary officers and/or Finance Committee of the Board of Directors of Seller, a written agreement for the purchase of the Property has been fully executed, delivered and approved by Seller and its legal counsel, any conditions to Seller's obligations thereunder have been satisfied or waived, and any conditions to Purchaser's obligations thereunder have, in the opinion of the Seller, been satisfied. If you are in agreement, please sign complete this form and indicate your acceptance

Signature/Title	Date