

## CONFIDENTIALITY AGREEMENT

We have advised you that **Aronov Realty Brokerage, Inc.** (Hereinafter together with its affiliates and subsidiaries collectively referred to as "**ARBI**") is acting as financial advisor and exclusive Agent on behalf of \_\_\_\_\_ ("**Seller**") in connection with the sale of \_\_\_\_\_ ("**the Property**").

You represent to us that \_\_\_\_\_ ("**Purchaser**") is interested in acting as a principal in the possible purchase of the Property. Therefore, you have requested that ARBI furnish Purchaser information concerning the Property. This information may include, without limitation, the offering memorandum prepared by ARBI, various papers, documents, legal instruments, studies, brochures, computer output, and other materials, and any discussions which are conducted with Purchaser concerning the Property (all of the aforementioned information is collectively referred to as "**Evaluation Material**"). In this connection, we are prepared to furnish the Evaluation material to Purchaser only on the condition that Purchaser agrees to treat the Evaluation Material confidentially as hereinafter provided. Therefore, as a prerequisite to ARBI furnishing this Evaluation Material to Purchaser, you hereby agree as follows:

1. All Evaluation Material furnished to Purchaser by ARBI or Seller will not be used or duplicated by Purchaser in any way detrimental to ARBI or Seller or 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) strictly confidential; provided, however, that the Evaluation Material may be disclosed to directors, officers and employees of Purchaser but only to these individuals at Purchaser, and to Purchaser's outside counsel and accounting firm (all of whom are collectively referred to as "**Related Parties**") who, in Purchaser's considered 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 all such information in the strictest confidence and to use such information only for the purpose of evaluating a possible purchase of the Property by Purchaser. Purchaser will promptly, upon the request of ARBI or Seller, deliver to ARBI all Evaluation Material furnished to it by ARBI or Seller, whether furnished before or after the date of this letter, without retaining copies thereof.

2. Purchaser agrees not to make any of the Evaluation Material available, or disclose any of the contents of the Evaluation Material, or 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 sale, including the status thereof, to any person other than as permitted by the preceding paragraph unless: (i) such person has been identified in writing to ARBI and Seller; (ii) ARBI 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 ARBI 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 and 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.

3. Purchaser understands and acknowledges that neither ARBI 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 they have not been independently verified by ARBI. ARBI and Seller make no representations or warranties, expressed or implied, that actual results of operations will conform to such projections. Seller and ARBI expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Evaluation Material or omissions from the Evaluation Material, or in any other written or oral communications transmitted or made available to Purchaser excepting only those particular representations and warranties which may be made by Seller to Purchaser in the executed purchase agreement, and subject to such limitations and restrictions as may be specified therein. Purchaser agrees that neither ARBI nor Seller nor any affiliate of ARBI or Seller shall have any liability to Purchaser or any of its representatives or Related Parties resulting from its use of or reliance upon the Evaluation Material.

4. Seller and ARBI expressly reserve the right, at their sole discretion, to reject any and all expression of interest or offers to purchase the Property and/or to terminate discussions with any entity at any time with or without notice. Seller shall have no legal commitment or obligation to any entity reviewing the Evaluation Material or making an offer to purchase the Property unless and until such sale of the Property is approved by the necessary officers and 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 and any conditions to Seller's obligations thereunder have been satisfied or waived.

5. Purchaser has been advised that ARBI is acting on behalf of Seller as exclusive agent and financial advisor in connection with the sale of the Property. Therefore, Purchaser agrees: (i) to pay all brokerage commission, finders' 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 commission, fees or other compensation are based in whole or in part on dealings with Purchaser or any of its representatives (except the compensation which is payable by Seller to ARBI); and (ii) to indemnify and hold harmless ARBI, Seller, their respective affiliates, successors and assigns, and officers, directors, and employees from and against any and all claims, damages, losses, liability or expenses, including reasonable attorney's fees, arising out of any claim or claims by any broker, finder or similar agent for commission, 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.

6. No failure or delay by ARBI or Seller in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

7. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

If you are in agreement with the foregoing, and furthermore, are in agreement with the Offering Procedures set forth in a separate letter delivered herewith, please sign and return one of the two copies of this letter to \_\_\_\_\_, c/o Aronov Realty Brokerage, Inc., Post Office Box 235000, Montgomery, Alabama 36123-5000. A fully executed letter will constitute our Agreement with respect to the subject matter of this letter and the letter, which contains the Offering Procedures.

Very truly yours,

**ARONOV REALTY BROKERAGE, INC.**

By: \_\_\_\_\_

**ACCEPTED AND AGREED TO AS OF THE \_\_\_ DAY OF \_\_\_\_\_ 20\_\_.**

By: \_\_\_\_\_  
**Purchaser**