

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by **4151 Memorial, LLC** ("Owner"), Oakhurst Realty Partners, LLC ("Seller's Broker"), and _____ ("Purchaser") regarding the property known as Kensington Office Park, 4151 Memorial Drive, Decatur, GA 30032 ("Property"), located in **Decatur, GA**.

PURCHASER AND/OR PURCHASER'S BROKER HAVE REQUESTED information from Owner for the purpose of evaluating a possible acquisition of the property. The Owner shall 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. Neither Purchaser nor Purchaser's Broker will disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder ("information") to any other person or entity.
2. If either Purchaser or Purchaser's Broker is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on either of 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 Owner, now or in the future, which is not readily available to the general public. Purchaser and Purchaser's Broker understand 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.
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. Purchaser acknowledges that it is a principal and not an agent. Purchaser acknowledges that it is not working with any other broker or agent other than Purchaser's Broker.
6. Owner makes no representations or warranty, express or implied, as to the accuracy or completeness of any information provided by it. Purchaser assumes full and complete responsibility for reconfirmation and verification of all information received and expressly waives all rights of recourse against Owner with respect to the same.
7. The Persons signing on behalf of Purchaser and Purchaser's Broker represent that they have the authority to bind the party for whom they sign.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

PURCHASER:

Name/ Company: _____

Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

By: _____ Date: _____

PURCHASER'S BROKER:

Name/ Company: _____

Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

By: _____ Date: _____