



CONFIDENTIALITY AGREEMENT

29 SF Portfolio, Huntsville/Decatur, AL (the "PROPERTY")

Dean Commercial Real Estate, in its capacity as exclusive agent for the Owner, will deliver to you (the "Prospective Purchaser") certain information and materials in connection with the sale of 100% of the fee interest in the Property. Such information and materials (including, without limitation, any photocopies or duplicates made thereof) are referred to collectively in this letter agreement (this "Agreement") as the "Information Materials." For the purposes of this Agreement, the word "sale" shall be deemed to mean and shall be construed as though it were the phrase "sale, purchase, encumbrance, pledge or other transfer." Unless otherwise specifically directed in writing signed by Owner or Dean CRE, all communications relating to the Information Materials or the possible sale of the Property shall be directed to Dean CRE.

The parties hereto agree that the delivery of the Information Materials is subject to the following terms, covenants and conditions:

1 All Information Materials furnished to the Prospective Purchaser by or on behalf of Dean CRE or the Owner shall continue to be the property of the Owner. The Information Materials may be used by the Prospective Purchaser solely for the purpose of reviewing the Property and shall not be copied, duplicated or disclosed to anyone else without the prior written consent of Owner or Dean CRE, other than for Prospective Purchaser's internal use by its directors, officers, employees and legal counsel ("Permitted Parties") in connection with such review. Such Permitted Parties shall be informed by Prospective Purchaser of the confidential nature of such information and shall be directed by Prospective Purchaser to hold such information in strict confidence and otherwise comply with the terms of this Agreement. Prospective Purchaser shall be responsible for breach of this Agreement with such persons.

2 Prospective Purchaser agrees not to contact the tenant or property management staff of the Property in connection with its review of the Information Materials. Access to the tenant or property management staff may be made available to Prospective Purchaser during a due diligence period. Any and all questions related to the Information Materials or the Property must be directed solely to Dean CRE.

3 The Prospective Purchaser acknowledges that neither Dean CRE nor Owner, or any person acting on their respective behalf, has made any representation or warranty as to the accuracy or completeness of the Information Materials or the suitability of the information contained therein for any purpose whatsoever, and any representation or warranty in connection therewith is hereby expressly disclaimed. The Information Materials provided to the Prospective Purchaser are subject to, among other things, correction of errors and omissions, addition or deletion of terms, conditions, change of price or terms, withdrawal from market without notice and prior sale. Prospective Purchaser agrees that neither Dean CRE, nor Owner, or any of their respective affiliates, or persons acting on their respective behalf, shall have any liability to you resulting from the delivery to, or use by, Prospective Purchaser or any of the Permitted Parties, of the Information Materials or otherwise with respect thereto, and you agree to defend, indemnify and hold Dean CRE and Owner harmless from and against all loss,



damage and expense including, but not limited to, reasonable attorneys' fees, sustained or incurred by Dean CRE and/or Owner by reason of any unauthorized distribution or disclosure of the Information Materials by you or any of the Permitted Parties.

4 While Owner and/or Dean CRE may discuss the purchase and sale of the Property with Prospective Purchaser, either Owner or Dean CRE, in our sole and absolute discretion, may terminate discussions at any time and for any reason. Prospective Purchaser acknowledges Owner has no obligation to discuss or agree to the sale of any of the Property. The discussions may be lengthy and complex, notwithstanding that we may reach one or more oral understanding or agreement on one or more issues we are discussing, neither of us shall be bound by an oral agreement of any kind and no rights, claims, obligations or liabilities of any kind, either express or implied, shall arise or exist in favor of or be binding upon either Owner or Dean CRE except to the extent expressly set out in a separate written agreement signed by Owner and Prospective Purchaser.

5 This agreement shall be effective upon full execution and delivery by Dean CRE and Prospective Purchaser.

6 The prohibition against disclosure of the Information Materials shall survive the return of the Information Materials to Owner or Dean CRE and the cessation of discussions regarding the Property, either indefinitely, or, at a minimum, for a period of one year following the later of such return or cessation.

Acknowledged and Agreed to this _____ day of _____, 20____

Company: _____

By: _____
Print Name next to signature

Title: _____

Address: _____

Tel/Fax/Email: _____