

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) will confirm a mutual understanding in connection with Forest Drive Associates, LLC (the “Seller”) providing _____ (the “Buyer”), and receipt of, information regarding 800 Benson Road, Garner, NC (“The Property”).

1. Information means all oral or written data, reports, records or materials (“Information”) obtained from the Seller or concerning the Property, including the name, address and type of Property, the knowledge that the Property may be considering a sale, or even the fact that Information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to any part of, such Information to the extent that such Information: (i) is or becomes public other than as a result of acts by the undersigned; (ii) can be shown was already known to be the undersigned at the time of its disclosure hereunder; (iii) is independently obtained by the undersigned from a third party having not duty of confidentiality to The Company; (iv) is independently developed by the undersigned without use of any Information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process.
2. Information is being furnished solely in connection with Buyers consideration of the acquisition of The Property and shall be treated as “secret” and “confidential” and no portion of it shall be disclosed to others, except to Buyers employees and agents whose knowledge of the Information is required for Buyer to evaluate The Property as a potential acquisition and who shall assume the same obligations under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.

The undersigned further agrees that it will not interfere with any business of The Property through the use of any Information or knowledge acquired under this Agreement nor use any such Information for its own account.

3. It is understood that The Seller is the intended party and beneficiary whose rights are being protected and may enforce the terms of this Agreement as if it were a party to this Agreement.
4. All Information shall be promptly returned or destroyed, as directed by The Seller.
5. It is understood that (a) no representations or warranties are being made as to the completeness or accuracy of any Information and (b) any and all representations and warranties shall be made solely by The Seller in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.
6. The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.
7. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof.

Signature: _____

Name of Individual: _____
(Please Print)

Title: _____

Organization: _____

Telephone: _____

Address: _____

Fax: _____

E-Mail: _____

Date: _____