



CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** (this "Agreement") is made and entered into as of this _____ day of _____ 20____, by the undersigned (the "Prospective Purchaser") to and for the benefit of the _____ (the "Owner"), and their respective successors and assigns.

RECITALS

WHEREAS, the Owner owns property located at 249 E. Main St., 243 E. Main St., 255 E. Main St., 263 E. Main St., 238 E. Short St., 248 E. Short St. Lexington, Kentucky (the "Property"); and

WHEREAS, the Prospective Purchaser has requested information from Owner for the purpose of evaluating a possible acquisition of the Property; and

WHEREAS, the Owner desires to protect the confidentiality of certain information provided to the Prospective Purchaser from disclosure to third parties.

NOW, THEREFORE, FOR AND IN CONSIDERATION of this premises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Prospective Purchaser hereby covenants and agrees as follows:

1. The Recitals above are true and correct and are incorporated herein by reference.
2. Prospective Purchaser will not discuss, permit the disclosure of, release, disseminate, or transfer to any third party or entity any information provided to or made available to Potential Purchaser by Owner, its employees, agents or advisors, now or in the future, which is non-public, confidential or proprietary concerning either the Property or the Owner (collectively, the "Confidential Information"); provided however, this paragraph shall not apply to any third party, employee, representative or agent of Prospective Purchaser to whom disclosure is essential for the limited purpose of assisting Prospective Purchaser in evaluating a possible acquisition of the Property (collectively, the "Consultant"). In the event Confidential Information is disclosed to a Consultant, as permitted herein, Prospective Purchaser agrees to take all steps necessary to ensure and enforce compliance on the part of the Consultant with the terms of this Agreement.
3. This Confidentiality Agreement shall apply to all Confidential Information, regardless of the manner in which it is disclosed to the Prospective Purchaser (including, without limitation, (i) any Offering Memorandum; (ii) any and all leases, loan documents, income and expense statements or other similar documents prepared in connection with the Property; and (iii) any oral, written or electronic discussion concerning Confidential Information).
4. Prospective Purchaser shall take all appropriate steps to prevent any negligent or accidental disclosure of any Confidential Information to any third party and to safeguard the Confidential Information against loss, theft, or any inadvertent or unintentional disclosure.
5. In the event Prospective Purchaser becomes legally compelled to disclose any Confidential Information or the fact that any Confidential Information has been made available, it is agreed that the Prospective Purchaser will provide Owner with prompt written notice of such requirement so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order is not obtained within the time period prior to the required disclosure, or that Owner waives compliance with the provisions of this Agreement, Prospective Purchaser may disclose that part of the Confidential Information which Prospective Purchaser's counsel advises Prospective Purchaser that it is compelled to disclose.
6. Prospective Purchaser understands, acknowledges and agrees that all Confidential 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 and that there is no adequate remedy at law for such violation. Therefore, if Prospective Purchaser shall breach or threaten to breach any of the provisions of this Agreement, Owner, in addition to any other remedies it may have at law or in equity, shall be entitled to a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Agreement, without having to prove damages, and to all costs and expenses, including reasonable attorney's fees.

7. All Confidential 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.
8. Without Owner's written permission, Prospective Purchaser shall not contact directly any persons concerning the Property (including, without limitation, Owner's members, officers, employees, suppliers, and tenants)
9. Prospective Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except advisors working on behalf of their pension fund clients).
10. No representation or warranty, express or implied, has been made by Owner as to the accuracy or completeness of any Confidential Information. Prospective Purchaser assumes full and complete responsibility for confirmation and verification of all Confidential Information and expressly waives all rights of recourse against Owner.
11. Prospective Purchaser shall destroy or return to Owner any Confidential Information in its possession immediately upon demand from Owner.
12. The violation of the terms of this Agreement by any employee, representative or agent of the Prospective Purchaser shall be deemed to be a breach of this Agreement by the Prospective Purchaser.
13. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein. Any failure by Owner to enforce its rights under this Agreement in any one instance shall not constitute a waiver of those rights in any other instance.
14. No extension, modification, amendment, or supplement to this Agreement will be effective unless made in writing signed by a duly authorized officer of each party to this Agreement. This Agreement does not constitute an offer to purchase or to sell the Property, and there are no understandings, agreements, or representations, expressed or implied, not specified herein.
15. The person signing on behalf of Prospective Purchaser represents that he/she has the authority to bind the Prospective Purchaser.
16. This Agreement shall be governed and constructed in accordance with the laws of the Commonwealth of Kentucky.
17. The restrictions and obligations set forth shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind Prospective Purchaser and its successors, heirs, and assigns for a period of three (3) years after the date of this Agreement.

IN WITNESS WHEREOF, the Prospective Purchaser has caused this Confidentiality Agreement to be executed and delivered by a duly authorized officer as of the day and year first written above.

AGREED TO AND ACCEPTED BY PROSPECTIVE PURCHASER:

Please Print Clearly:

Company: _____
 Address: _____
 By: _____
 Title: _____
 Date: _____
 Signature: _____