

## Confidentiality Agreement

**Legat Commercial Real Estate, LLC.**, as exclusive broker (“Listing Broker”) has been retained for the sale of the property known as **Fair Center located at 11240 Waples Mill Road in Fairfax, Virginia.**

To receive an Offering Memorandum and/or supporting financial information (“Offering Memorandum”) please read, sign and return this completed Confidentiality Agreement to Listing Broker. The Offering Memorandum has been prepared by Listing Broker for use by a limited number of parties and does not purport to provide a necessarily accurate summary of the property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information that prospective Buyers may need or desire. Analysis and verification of the information contained in the Offering Memorandum are solely the responsibility of the prospective Buyer. Additional information and an opportunity to inspect the property will be made available to interested and qualified prospective Buyers.

The Seller and Listing Broker each expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time with or without notice. The Seller shall have no legal commitment or obligations to any entity reviewing the Offering Memorandum or making an offer to purchase the Property unless a written agreement for the purchase of the Property has been fully executed, delivered, and approved by the Seller and its legal counsel, and any conditions to the Seller’s obligation there under have been satisfied or waived.

The Offering Memorandum and the contents, except such information that is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Offering Memorandum, you agree that you will hold and treat it in the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the Offering Memorandum or any of the contents to any other entity (except to outside advisors retained by you, if necessary, for your determination of whether or not to make an offer and from whom you have obtained an agreement of confidentiality) without prior written authorization of the Seller or Listing Broker, and that you will not use the Offering Memorandum or any of the contents in any fashion or manner detrimental to the interest of the Seller or Listing Broker. The term of this Confidentiality Agreement shall be two (2) year from the date this Agreement is fully executed by the Buyer and Buyer’s Broker (if any).

Monetary damages are not a sufficient remedy for any breach of this Agreement by the Buyer or Buyer Broker. Listing Broker and its client are entitled to seek injunctive relief in connection with any such breach in addition to any other remedies or rights available at law and in equity.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA APPLICABLE TO CONTRACTS BETWEEN THE PARTIES THAT ARE TO BE WHOLLY PERFORMED WITHIN SUCH STATE. THE OWNER AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT SOLELY IN A COURT OF COMPETENT JURISDICTION SITTING IN LOUDOUN COUNTY, VIRGINIA. BUYER HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF ANY SUCH COURT AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING IN ANY SUCH COURT, ANY OBJECTION TO VENUE WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF THE PLACE OF

RESIDENCE OR DOMICILE OF ANY PARTY THERETO. BUYER HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES TO ALL OF WHICH IS CONTAINED HEREIN.

**You further agree that you are not working with any broker other than Listing Broker, or the Buyer Broker registered below (who will be compensated through a separate agreement with Listing Agent or Buyer).**

**AGREED AND ACCEPTED:**

*Buyer Broker must be declared if applicable*

**Buyer Signature:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Name: Company:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**City,** \_\_\_\_\_ **State,** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Broker Signature:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Name: Company:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**City,** \_\_\_\_\_ **State,** \_\_\_\_\_ **Zip:** \_\_\_\_\_

*Please return via email to [jlegat@legatcre.com](mailto:jlegat@legatcre.com) or [awallace@legatcre.com](mailto:awallace@legatcre.com)*