



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and agreed to by the undersigned prospective buyer (the "Buyer") for the benefit of Beau Box Commercial Real Estate, LLC, P.O. Box 66865, Baton Rouge, Louisiana 70896, together with its successors, affiliates, clients and any and all other persons having an interest in maintaining the confidentiality of information communicated to Buyer pursuant to this Agreement, including, without limitation, the record owner of the Property, all such parties being collectively referred to hereinafter as "Seller".

WITNESSETH:

WHEREAS, Seller desires to sell the Property, as such term is defined below; and

WHEREAS, Buyer desires to review certain information in the possession of Seller, some of which is confidential or proprietary, for the purpose of evaluating the Property and making an offer to purchase the same.

NOW THEREFORE, Buyer hereby covenants and agrees as follows:

I. CONFIDENTIAL INFORMATION. Buyer has requested from Seller an information package (the "Marketing Package"), which contains documents, reports, and other confidential and/or proprietary information held by Seller (collectively, the "Confidential Materials") pertaining to the Property. The Confidential Materials shall not be deemed to include information that is readily available to the general public or information that has been published pursuant to applicable law or a valid, final judicial or administrative order. Buyer acknowledges and agrees that, except as set forth in the preceding sentence, the entire Marketing Package shall, for the purpose of this Agreement, be conclusively deemed to constitute Confidential Materials, with no specific proof of the confidential or proprietary nature of the said Confidential Materials being required of Seller.

II. INSPECTION AND USE OF THE CONFIDENTIAL MATERIALS. Buyer further acknowledges and agrees that Seller would not allow Buyer to inspect the Confidential Materials without Buyer's agreement to be bound by the terms hereof. The Confidential Materials shall be received for use by the Buyer in accordance with the following procedures: (a) Buyer shall use the Confidential Materials solely for the express purpose of evaluating the Property for purchase and Buyer shall use all reasonable means to keep the Confidential Materials from being disclosed to unauthorized parties and shall use the Confidential Materials exclusively for the purpose of assessing the suitability of the Property for purchase; (b) Buyer acknowledges that the Marketing Package is property of Seller and neither the Buyer, nor its affiliates, directors, officers, partners, employees, agents, attorneys, accountants, consultants, bankers, financial advisors or any other person or entity appropriately representing Buyer hereunder (collectively, the "Buyer's Representatives") shall make any reproduction of Confidential Materials (other than handwritten summaries or notes or self-generated computer records); and (c) Buyer may disclose the

Confidential Materials only to Buyer's Representatives who typically must have access to such information in order to assist Buyer in evaluating the Property for purchase and who have agreed in writing to be bound by the terms of this Agreement. The alleged negligence of its Buyer's Representatives shall be no defense for Buyer concerning an alleged breach of the Agreement. Buyer agrees not to use or permit to be used any of the Confidential Materials for any other purpose other than the purpose specifically authorized herein or in any fashion or manner detrimental to any interest of Seller.

III. NO REPRESENTATION OR WARRANTIES. Buyer acknowledges and understands that the Confidential Materials have been prepared and compiled by the Seller, but that the Seller does not make any representation or warranty whatsoever, express or implied, with respect to the content, completeness, truthfulness or accuracy of anything contained in the Confidential Materials. Therefore, Buyer hereby releases Seller, acting in its corporate or any other capacity, and the Seller's respective employees, contractors, officers, directors, partners, agents, attorneys, accountants, consultants, bankers, financial advisors, clients or any other person or entity working with or affiliated with Seller, and agrees to hold Seller harmless from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees whether or not a suit is instituted) assessed against or incurred by Buyer as a result of Buyer's reliance on or Buyer's taking any action based on anything contained in the Confidential Materials. Buyer acknowledges its obligation to verify independently all information contained in the Confidential Materials and to make its own comprehensive review and analysis of the Property. Buyer hereby further indemnifies and agrees to save harmless the Seller, acting in its corporate or any other capacity, and the Seller's respective employees, contractors, officers, directors, partners, agents, attorneys, accountants, consultants, bankers, financial advisors, clients or any other person or entity working with or affiliated with Seller, from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees whether or not a suit is instituted) made or assessed against Seller or otherwise incurred by Seller and arising out of: (i) any claim or loss sustained by any person not party to this Agreement where such claim or loss is based, in whole or in part, on that party's dealings with either the Buyer and/or the Confidential Materials, and/or (ii) any breach of any of the terms of this Agreement by Buyer or Buyer's Representatives.

IV. DEFAULT. If Seller determines that Buyer or any of Buyer's Representatives have defaulted under or have breached any provision of this Agreement, Seller may, in its sole and absolute discretion, refuse to consider a bid from Buyer or any client, affiliate or representative of Buyer. This right shall be available in addition to, not in lieu of, any other legal or equitable right or remedy of Seller on account of Buyer's default under any provision of this Agreement, including without limitation, Seller's right to seek an injunction to prevent breaches of this Agreement or an order compelling specific performance to this Agreement. Buyer acknowledges and agrees that, in the event this Agreement is breached, damages may be difficult to calculate that Seller may deem its legal remedies to be inadequate, and that Buyer hereby waives its right, if any, to challenge such determination by Seller. Seller shall not be deemed to have waived any rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular case.

V. PRINCIPAL OR BROKER. Buyer herewith stipulates that it is acting as a principal only, and not as a broker, in the contemplated transaction. Buyer further acknowledges its sole and exclusive liability for any commissions owed to any broker retained by Buyer in connection with the contemplated transaction, and agrees to indemnify and hold Seller harmless from and against any and all claims by and/or commissions owed to such broker. If Buyer is represented by a broker in the contemplated transaction, then Buyer's signature below constitutes Buyer's representation and warranty to Seller that Buyer has obtained the written agreement of Buyer's broker that Buyer's broker is bound by the terms and conditions hereof and that Buyer's broker has waived any claim it may have against Seller, any agent of Seller or the Property, for any commission or fee based on the contemplated transaction involving the Property.

VI. NOTICES. All notices, waivers, demands, requests, or other communications required or permitted by this Agreement (collectively, "Notices"), to be effective shall be in writing, properly addressed as set forth in the Agreement, and shall be given as follows by: (a) receipted personal delivery, (b) established overnight commercial courier with delivery charges prepaid or duly charged, or (c) registered or certified mail, providing the other party written notice of such change, said notice being given in the manner provided in this Section VI. Notices shall be deemed to have been received when receipt is signed or refused.

VII. TERMINATION. Upon closing (if such be the case) of any purchase of the Property by Buyer, the confidentiality restrictions contained in this Agreement shall automatically terminate, but the release and indemnity contained in Section III hereof shall each survive such closing. Seller reserves the right, in its sole and absolute discretion, to reject any or all expressions of interest or offers to purchase the Property and expressly reserves the right, at its sole and absolute discretion, to terminate negotiations with any person or entity (including Buyer), at any time, for any reason, with or without notice. In addition, the offering of the Property is subject to prior sale. No legal commitments or obligations shall arise by reason of the presentation of the Marketing Package or of any related materials, all or any of which may have been or will be presented during the marketing of Property. Buyer acknowledges that Seller shall have no legal commitment or obligation to any person or entity reviewing the Marketing Package or making an offer to acquire the Property or any portion. If Buyer decides not to make an offer to purchase the Property within any time period allowed by Seller or in the event Buyer otherwise decides it is not interested in purchasing the Property, Buyer and/or its Representatives, as the case may be, shall return the Marketing Package to Seller immediately, together with any material relating to the Seller or the Property which Buyer (or its Representatives) may have received from the Seller or Seller's representatives.

VIII. ENTIRE AGREEMENT; COUNTERPARTS. This Agreement represents the entire agreement between Buyer and Seller relating to the receipt and use of any Confidential Materials which Buyer may have obtained, whether such Confidential Materials were received by Buyer prior to or after the execution of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. A counterpart of this Agreement signed by Buyer and telecopied to Seller or to its representatives (i) shall have the same effect as an original signed counterpart of this Agreement, and (ii) shall be conclusive proof, admissible in judicial proceedings, of Buyer's execution of the Agreement.

IX. PROPERTY. As used therein, the term "Property" means and refers to the real property located at 3854 American Way, Baton Rouge, Louisiana 70816

IN WITNESS WHEREOF, Buyer has caused this Agreement to be executed by its duly authorized officer, under seal, as of the _____ day of _____, 2017.

BUYER:

Company _____

Street _____

City, State, Zip _____

Phone _____

Fax _____

E-Mail _____

Authorized Officer _____
(Print Name)

Title _____

Signature _____ (SEAL)

RETURN CONFIDENTIALITY AGREEMENT TO:

BY MAIL: Beau Box Commercial Real Estate
5500 Bankers Ave
Baton Rouge, LA 70808
PHONE: 225-237-3343
FAX: 225-237-3344
WEB: www.beaubox.com
EMAIL: bpesnell@beaubox.com