

Please Fax Signed Confidentiality Agreement To:  
Patrick Sullivan  
Converse Capital, LLC  
847-482-9370

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is entered into by \_\_\_\_\_ ("Prospective Purchaser") for the benefit of Scannell Properties ("Owner"). Scannell Properties is the owner of the certain real estate assets described as the real properties consisting of approximately 277,972 square feet located at 3021 Alton Park Boulevard – Chattanooga, Tennessee and 5800 12<sup>th</sup> Avenue – Minneapolis (Shakopee), Minnesota (the "Portfolio"). In consideration of being provided Confidential Information (as hereafter defined), Prospective Purchaser agrees as follows:

- The term "Confidential Information" as used herein means, collectively, (i) all information furnished by or on behalf of Owner regarding the Portfolio, the Portfolio's operation and/or a possible purchase of the Portfolio by Prospective Purchaser (the "Proposed Transaction"); (ii) all analyses, notes, summaries or computer files generated by or for Prospective Purchaser or its Representatives (as hereafter defined) which are based upon or incorporate the information referred to in clause (i); and (iii) items and terms discussed or negotiated in connection with the Proposed Transaction. Notwithstanding the preceding sentence, "Confidential Information" shall not include information which (a) was in Prospective Purchaser's possession prior to the effective date hereof (provided that, to Prospective Purchaser's knowledge, the source of the information was not prohibited from transmitting it to Prospective Purchaser); (b) is or becomes publicly known, except for any such information that becomes publicly known because of disclosure by Prospective Purchaser or its Representative in violation of this Agreement; or (c) is required to be disclosed pursuant to judicial or regulatory action, law or similar legal process. At anytime upon the written request of Owner, Prospective Purchaser must return to Owner, or destroy, the Confidential Information. Such return or destruction must occur within five (5) business days after Owner's request. If Prospective Purchaser chooses to destroy the Confidential Information, then such destruction must be certified to in writing and such certification delivered to Owner within such five (5) business day period.
- Prospective Purchaser agrees that the Confidential Information will be used solely to evaluate the Proposed Transaction and must be kept confidential by Prospective Purchaser and its Representatives. Prospective Purchaser will not disclose Confidential Information or permit it to be disclosed to any other party, provided, however, that Confidential Information may be disclosed (and copies provided) to Prospective Purchaser's directors, officers, employees, financing sources, affiliates and advisors (collectively, "Representatives"), but only to the extent necessary to evaluate the Proposed Transaction, and, provided further, that such Representatives have agreed to be bound by the terms of this Agreement. The term "Representative" does not include any third party co-investor. Prospective Purchaser shall be responsible for any disclosure by its Representatives of the Confidential Information, which is not expressly authorized hereby. Prospective Purchaser agrees to be responsible for enforcing the confidentiality provisions herein with respect to its Representatives. Within five (5) business days following Owner's request therefor, Prospective Purchaser will provide the names and addresses of all Representatives to whom Prospective Purchaser has provided Confidential Information. Neither Prospective Purchaser, nor any of its Representatives, shall directly or indirectly communicate with any tenants, property manager, leasing agents, service contractors, lien holders or other parties with any interest in or contractual relationship affecting the Portfolio, except in the ordinary course of business unrelated to the Proposed Transaction. Nor shall Prospective Purchaser contact any governmental authority regarding the Portfolio without the prior written consent of Seller.
- Prospective Purchaser for itself and on behalf of its Representatives, acknowledges and agrees that, except as may be set forth in a fully executed, definitive purchase agreement, neither Owner nor its affiliates, agents or advisors, and none of their respective officers, directors, employees, agents or controlling persons, has made or hereby makes any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information. None of the foregoing persons shall have any liability to Prospective Purchaser or its Representatives relating to or arising from the use of any Confidential Information or for any errors therein or omissions therefrom. Prospective Purchaser and its Representatives are not entitled to rely on the accuracy or completeness of the Confidential Information. Prospective Purchaser and its Representatives agree to rely solely on their own independent investigation, analysis, appraisal and evaluation of the facts and circumstances in connection with the Proposed Transaction.

4. Owner may conduct the process that may or may not result in the Proposed Transaction in such manner as Owner, in its sole discretion, may determine (including, without limitation, negotiating and entering into a definitive purchase agreement with any third party without notice to Prospective Purchaser). Owner reserves the right to change (in its sole discretion, at any time and without notice) the procedures relating to Owner's and Prospective Purchaser's consideration of the Proposed Transaction. This Agreement is not an offer to sell and shall not be construed as such. Owner is under no obligation to sell the Portfolio by virtue of this Agreement. Owner may discontinue the marketing of the Portfolio at any time for any reason or no reason in Owner's sole discretion and without notice to Prospective Purchaser.

5. In the event of any breach of this Agreement by Prospective Purchaser or its Representative, Owner would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, without prejudice to any rights and remedies otherwise available to Owner, Owner shall be entitled (i) to equitable relief by way of injunction in the event of a breach of any provision of this Agreement; and (ii) to compel specific performance, in each case without the need for proof of actual damages. Prospective Purchaser agrees to indemnify Owner for any losses, claims, damages, costs and expenses, including reasonable attorneys' fees, which Owner may incur or suffer in connection with the breach of this Agreement and/or its enforcement.

6. This Agreement shall be binding upon Prospective Purchaser's successors and assigns and shall inure to the benefit of and be enforceable by the respective successors and assigns of Owner. Owner and its successors and assigns shall be deemed the beneficiaries of this Agreement, and shall be entitled to all the rights and remedies accorded to such parties at law or in equity. This Agreement shall be governed by the laws of the state in which the Portfolio is located. This Agreement may be waived, amended or modified only by a written instrument signed by both Owner and Prospective Purchaser, which shall set forth specifically the provisions of this Agreement that are to be so waived, amended or modified. Time is of the essence in connection with the performance of Prospective Purchaser's and its Representative's obligations pursuant to this Agreement

7. The term of this Agreement shall be one (1) year from the effective date hereof; provided, that if Owner delivers a written notice to Prospective Purchaser of any claim or cause of action arising hereunder during such one (1) year period, then such claim or cause of action shall survive said one (1) year period.

8. It is further agreed, should the undersigned Prospective Purchaser decide to use a broker to represent their interest, said Purchaser shall pay such broker and said broker will not cooperate in Converse Capital's fee.

**Prospective Purchaser:**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Broker:**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_