

CONFIDENTIALITY AGREEMENT

The recipient of the marketing collateral for this confidential property (the "Property") is defined herein as the Accepting Party (the "Accepting Party").

Confidentiality. THIS IS A CONFIDENTIAL MEMORANDUM and is intended solely for the Accepting Party's limited use; provided, however, that information with respect to the Property (collectively, the "Evaluation Materials") may be delivered to such persons or entities who, because of their involvement with the Proposed Transaction, need to know such information for the purpose of giving advice with respect to, or consummating, the Proposed Transaction (all of whom are collectively referred to as "Related Parties"); provided, however, that any such Related Parties shall be informed by Accepting Party of the confidential nature of such information and shall be directed by Accepting Party (and Accepting Party shall cause such Related Parties) to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement. The Evaluation Materials shall not, under any circumstance, be copied or shared with anyone not considered to be the Accepting Party or Related Parties. Upon written request by a Seller Party, the Evaluation Materials shall be, at Accepting Party's discretion, returned to the Seller Parties or destroyed.

No Representations by Seller Parties. All Evaluation Materials have been developed by Listing Broker and are based on assumptions relating to the general economy, competition, and other factors beyond the control of Owner and are therefore subject to variation. This confidential memorandum does not purport to be all-inclusive or to contain all the information that a prospective purchaser may desire and shall not be relied on as a promise or representation as to the future performance of the Property. Although the information contained herein is believed to be correct, Owner and Listing Broker and their partners, officers, employees, and agents (collectively the "Seller Parties") have not independently verified the information contained herein and disclaim any and all responsibility for any inaccuracies. Seller Parties expect prospective purchasers to exercise independent due diligence in verifying all such information included in the Evaluation Materials. No representation or warranty, expressed or implied, is made as to the accuracy or completeness of this confidential memorandum or any of its contents, or any other written or oral communication transmitted to a prospective purchaser in the course of its evaluation of the proposed sale of the Property. No legal liability is assumed or to be implied by any of the aforementioned with respect hereto. No representation is made as to the physical or environmental condition of the Property.

Non-Disclosure. Accepting Party shall not (i) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Property with any other person or entity (including tenants) except for Owner and Listing Broker, except as may be expressly permitted elsewhere in this Agreement and, in such case, only in strict accordance with the provisions hereof. In the event that Accepting Party or a Related Party becomes legally compelled to disclose all or any part of the Evaluation Materials, Accepting Party will provide Owner's Representative with prompt written notice so that Owner may seek a protective order or other appropriate remedy and/ or waive compliance with the provisions of this Agreement. Accepting Party acknowledges that damages may be inadequate to protect against breach of these provisions and therefore agrees in advance to the granting of injunctive relief as described above in Owner's favor without proof of actual damages, in addition to any other remedies available at law or in equity. In the event that such protective order or other remedy is not obtained, or that Owner waives compliance with the provisions of this Agreement, in such instance, Accepting Party will furnish only that portion of the Evaluation Materials which is legally required and will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Evaluation Materials. Accepting Party shall reimburse Seller Parties for all costs and expenses, including reasonable attorneys' fees incurred by Seller Parties in successfully enforcing Accepting Party's obligations under this Agreement.

No Obligation. Owner is under no legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this Agreement, the delivery of any Evaluation Materials, any discussions concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto.

Brokerage Commissions. Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Listing Broker. All fees due to Listing Broker in connection with the sale of the Property shall be paid by Owner. Accepting Party hereby acknowledges that it is a principal or an investment advisor acting in a fiduciary capacity on behalf of a principal in connection with the possible acquisition of the Property. Accepting Party hereby agrees that it will not look to Owner and/or Seller Parties for any commissions, fees or any other compensation in connection with the sale of the Property. Accepting Party represents to Seller Parties that if it has consulted or has had any discussions regarding the Property with any broker or agent other than Owner's Representative and Listing Broker, said broker (Cooperating Broker) shall have full disclosure below of representation prior to receiving this Offering Memorandum. Cooperating Broker may be entitled to a commission from Owner that shall be negotiable up to a maximum amount of up to fifty (50%) percent of the Commission. Accepting Party hereby agrees to indemnify and hold harmless each of the Seller Parties against any and all costs, loss, liability or expense, including attorney's fees, arising from claims by any other broker or other parties claiming to have had dealings with Accepting Party in connection with the sale of the Property, excluding Listing Broker.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania and shall terminate upon the earlier to occur of i) the execution of a binding purchase and sale agreement for the Property or ii) one (1) year from the date hereof.

Confidential	This is a confidential offering, which is being presented to a select group of investors on a principal only basis.
Brokerage	Principals only without full disclosure of agency representation below.
Consideration	Cash
Due Diligence Period	Due Diligence Period After the Buyer and Seller have executed an agreement, Seller will allow Buyer to access and inspect the Property and the Seller's records for the Property during an agreed upon Due Diligence Period. All costs and expenses incurred by the Buyer in conducting such inspections will be the responsibility of the Buyer. Both parties shall agree to fully cooperate with each other in their respective efforts during the Due Diligence Period.
Closing	Not to exceed Thirty (30) days after the expiration of the Due Diligence Period.
Tours	Property and market tours will be arranged through Hanna Commercial Real Estate Pittsburgh by private appointment only.

Contacts	<p>For further information regarding this exceptional asset, please contact the following agents:</p> <p>Michael Connor, SIOR mconnor@hannacre.com Market Leader 412.515.2428</p> <p>Sandra K. Cikovic scikovic@hannacre.com Vice President 412.261.7130</p> <p>Hanna Langholz Wilson Ellis 11 Stanwix Street, Suite 1024 Pittsburgh, PA 15222 412.261.2200 Hannacre.com</p>
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SIGNATURE PAGE TO AGREEMENT

By signing below, you represent and warrant to the other parties that (a) You have read, understand and agree to the agreement ("Agreement"), and (b) all information that you provide below is complete and accurate, and (c) you own or have all rights and authority necessary to enter into and perform under the Agreement.

PROPERTY NAME & ADDRESS: To be disclosed upon full execution of this Agreement.

LISTING BROKER:

Brokerage: Langholz Wilson Ellis, Inc. d/b/a Hanna Commercial Real Estate

Broker Name: Michael Connor and Sandra Cikovic

PRINCIPAL:

Entity: _____

Name: _____

Address: _____

Email: _____

Phone: _____

Signature: _____

Date: _____

COOPERATING BROKER:

Brokerage: _____

Agent Name(s): _____

Address: _____

Email: _____

Phone: _____

Signature: _____

Date: _____