

To:	_____	From:	Tom Bond/Jack Byers
Fax #:	_____	Company:	NAI Geis Realty Group, Inc.
Date:	_____	Phone:	215-568-7222
Re:	1455 Valley Forge Road Phoenixville, PA 19460	Fax:	215-568-5043

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("this Agreement") shall apply to the evaluation materials and all other documents or information referring to **1455 Valley Forge Road, Phoenixville, Pennsylvania 19460** (the "Property") now or hereafter disclosed to _____ ("Prospective Buyer"), its owners, employees and agents (Buyer's Agent) and/or its related companies and affiliates (collectively, "Prospective Buyer"). Prospective Buyer hereby represents and warrants that s/he has hired _____ as an exclusive Buyer's Agent. Prospective Buyer has a serious interest in acquiring the Property and hereby requests NAI Geis Realty, Inc. (the "Exclusive Agent") to provide Prospective Buyer with an Offering Memorandum. Prospective Buyer shall use all such information solely and exclusively for the purposes of evaluating the Property's transaction proposal.

Prospective Buyer and Buyer's Agent hereby agree that (i) all information referred to above is of a highly confidential nature; (ii) that such information shall be held by Prospective Buyer and Buyer's Agent in strictest confidence; (iii) that Prospective Buyer and Buyer's Agent shall not directly or indirectly disclose such information to any person, firm or entity without the prior express written authorization of the Owners of **the Property**, and Exclusive Agent; (iv) that Prospective Buyer and Buyer's Agent shall not use or permit such information to be used in a manner detrimental to or competitive with the interests of Owner, Exclusive Agent or Property. Prospective Buyer and Buyer's Agent shall not photocopy, duplicate, or reproduce such information, or disseminate any such information to any person, firm, or entity under any circumstances without the prior express written authorization of Owner and Exclusive Agent.

Prospective Buyer and Buyer's Agent are **both** required to execute this Confidentiality Agreement prior to receiving evaluation materials. Prospective Buyer shall be solely responsible for any fees or commissions claimed by Buyer's Agent in connection with this transaction. Both Prospective Buyer and Buyer's Agent agree Owner and Exclusive Agent will NOT BE RESPONSIBLE for the payment of any commissions, fees or any other compensation claimed by Buyer's Agent.

The undersigned hereby represent and warrant that s/he is authorized to execute and accept the terms and conditions of this Agreement on behalf of Prospective Buyer and Buyer's Agent, and to bind Prospective Buyer and Buyer's Agent to the terms hereof.

IN WITNESS WHEREOF, Prospective Buyer and Buyer's Agent acknowledge and accept the terms of this Agreement this _____ day of _____, 2020.

Prospective Buyer:

Company: _____

Street Address: _____

City/State/Zip: _____

Signature: _____

Print Name and Title: _____

Phone #: _____

Fax #: _____

email address: _____

Buyer's Agent:

Company: _____

Street Address: _____

City/State/Zip: _____

Signature: _____

Print Name and Title: _____

Phone #: _____

Fax #: _____

email address: _____