

CONFIDENTIALITY AGREEMENT

Ladies and Gentlemen:

In connection with [] (collectively, “Recipient”) consideration of a proposed transaction with Grander Capital Partners, LLC (the “Company”), the Company will provide RECIPIENT with certain material, including (i) non-public information concerning the real property located at 7110 Forest Avenue, Richmond, Virginia (the “Property”) and (ii) all analyses, compilations, forecasts, studies or other documents prepared by Company or its representatives (the “Evaluation Material”). As a condition to, and in consideration of, the furnishing of said Evaluation Material, RECIPIENT agrees to treat the Evaluation Material in accordance with the following:

1. RECIPIENT agrees that the Evaluation Material is confidential and will be used by RECIPIENT for the sole purpose of determining RECIPIENT’s interest in a transaction with the Company. RECIPIENT may disclose the Evaluation Material to RECIPIENT’s members, managers, partners, officers, directors, employees, legal or financial advisors, representatives, lenders, affiliates and potential co-investors (the “Representatives”) (i) who are involved in evaluating and/or approving the transaction, (ii) who are informed by RECIPIENT of the confidential nature of the Evaluation Materials, and (iii) who agree to act in accordance with the terms of this letter agreement. RECIPIENT agrees to take all commercially reasonable precautions to maintain the confidentiality of the Evaluation Material provided to it by the Company, to inform its Representatives of the confidential nature of the Evaluation Material and confirm that they agree to be bound by the terms of this agreement.
2. The term “Evaluation Material” does not include any information: (a) that is or becomes publicly available (other than as a result of a breach by RECIPIENT or its Representatives of this Confidentiality Agreement); (b) which is or becomes available to RECIPIENT or its Representatives from a source other than the Company, provided RECIPIENT has no knowledge that such source was bound by a confidentiality agreement with respect to such information; (c) that has been or shall be otherwise independently acquired or developed by RECIPIENT or any of its Representatives without violating the terms of this Confidentiality Agreement; and (d) is known by RECIPIENT or its Representatives prior to its disclosure to RECIPIENT by the Company.
3. In the event RECIPIENT is requested or compelled by court order, decree, subpoena or other process or requirement of law to disclose the Evaluation Material, RECIPIENT shall provide reasonably prompt written notice (unless such notice is prohibited by law) to the Company of any such requirement so that the Company may, at its option and expense, seek a protective order or other appropriate remedy. RECIPIENT agrees to cooperate with the Company in any such proceeding, at the expense of the Company, provided that the foregoing shall not be construed to require RECIPIENT or its Representatives to undertake litigation or other legal proceedings on their own behalf.

Regardless of whether or not such protective order or other appropriate remedy is obtained, RECIPIENT will only furnish that portion of the Evaluation Material that it is required to turn over based on the written advice of counsel.

4. If RECIPIENT determines that it is not interested in pursuing a transaction with the Company or if the Company terminates negotiations with respect to such contemplated transaction, upon the Company's written request, RECIPIENT shall promptly return to the Company the Evaluation Material furnished to RECIPIENT pursuant hereto or promptly destroy all such Evaluation Material. Any oral information will continue to be subject to the terms of this Confidentiality Agreement. Notwithstanding the foregoing, RECIPIENT may retain all analysis, computations, studies or reports prepared by RECIPIENT or its Representatives and/or any extracts from the Evaluation Material contained in such analysis, computations, studies or reports but any such retained information must be kept confidential and subject to the terms hereof and further RECIPIENT agrees not to make this information available to the Company's competitors following the expiration of the term.

5. The Company and their respective officers and employees make no representation or warranty as to the accuracy or completeness of the Evaluation Material, although the Company shall endeavor to include information which they believe to be relevant for purposes of RECIPIENT's evaluation. The Company shall have no liability to RECIPIENT relating to, or resulting from, the use of the Evaluation Material, except pursuant to any representation or warranty set forth in any definitive documentation when and if executed.

6. It is understood and agreed that money damages would not be a sufficient remedy for a breach of this Confidentiality Agreement and that in addition to all other remedies available at law or in equity, the Company shall be entitled to equitable relief, including injunction and specific performance, without proof of actual damages.

7. The parties' obligations of confidentiality under this Confidentiality Agreement shall expire two years from the date of this Confidentiality Agreement.

8. Exclusivity. RECIPIENT will not solicit or negotiate for the purchase of the Property directly, or with any other party unless mutually agreed upon by both the Company and RECIPIENT. In any event, any and all fees, including reimbursement of due diligence costs and expenses will be reimbursable to the Company in the event RECIPIENT purchases the Property.

This Confidentiality Agreement embodies the entire understanding between the parties hereto with respect to the Evaluation Material and supersedes any prior agreements relating thereto. This Confidentiality Agreement may only be modified in writing by the parties hereto. This Confidentiality Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without giving effect to conflict of laws principles. The parties hereto waive their right to trial by jury relating to any breach hereof.

Please confirm your agreement to the foregoing by signing and returning one originally executed copy of this letter to us.

Glen Forest Richmond LLC

Very truly yours,

By: Jeffrey C. Clary
Title: Authorized Signatory

Read and Agreed to:

Recipient: _____

By:

Its: