

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is entered into this ___ day of _____, 20__, by _____ (collectively, the "Offeror") whose address is c/o _____, and Gavcon Properties No. 1792, LLC, (the "Owner").

WITNESSETH:

WHEREAS, Owner owns that certain property located in Danville, KY, generally known as Ridgefield Shopping Center 2900 South Danville Bypass, Danville, KY 40422 (the "Property");

WHEREAS, Offeror has indicated to Owner a bona fide interest in acquiring the Property and has requested Owner to furnish certain information about the Property which might be relevant to the determination of an offer price;

WHEREAS, the Owner is willing to provide such information to the Offeror, as long as the Offeror treats any Property Information, as hereinafter defined, in accordance with the provisions of this Agreement and takes or refrains from taking certain other actions hereinafter set forth;

NOW, THEREFORE, the Offeror, in consideration of the delivery of the Property Information to the Offeror, and in consideration of the other mutual covenants and agreements hereinafter set forth, agrees to hold all Property Information provided by the Owner confidential, and further agrees as follows:

1. **Property Information**. The term "Property Information" shall be deemed to include all information concerning the Property which is furnished to the Offeror, at any time by or on behalf of Owner, whether prepared by Owner, or otherwise, and in whatever form such information is communicated, including, but not limited to, any communications between Owner and the Offeror, or any agents or employees of same, the existence and the terms and conditions of this Agreement and any and all actions taken in connection with this Agreement.
2. **Use of Property Information**. The Offeror shall use the Property Information solely for the purpose of evaluating the possible purchase of the Property by the Offeror.
3. **Confidentiality of Property Information**. The Offeror will keep the Property Information confidential and will not disclose any of the Property Information in any manner whatsoever.
4. **Return of Property Information**. The Offeror shall return to Owner all Property Information within three (3) business days of receiving notification by Owner requiring the Offeror to return the Property Information to Owner. The Property Information shall remain the property of Owner while same is in possession of the Offeror.



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5. **Covenant Not to Contact Tenants.** The Offeror covenants and agrees that the Offeror and any and all persons or entities acting on their behalf, will have no contact with any tenants of the Property. The Offeror further covenants and agrees that the Offeror, and any and all persons or entities acting on their behalf, will make no offer to any of the tenants of the Property to leave the Property and lease space in other shopping centers or properties owned, controlled or managed by Offeror, or any one of them.

6. **Indemnity.** The Offeror agrees and hereby forever jointly and severally indemnifies and saves harmless Owner from any and all loss, claim, damage or liability arising or which may arise in connection with the breach of any term, condition, covenant or agreement set forth in this Agreement, irrespective of how, why, or by reason or what facts, whether heretofore, now existing or hereafter arising, or which could, might or may be claimed to exist, whether known or unknown, suspected or unsuspected, liquidated or unliquidated.

7. **No Representations, Warranties or Liabilities.** Owner makes no representations or warranties, and disclaims all warranties which might otherwise be implied, as to the accuracy or completeness of any of the Property Information and Owner shall have no liability to anyone for matters arising out of errors or admissions from the Property Information or the use thereof.

8. **No Contract.** This Agreement does not constitute or form a part of an agreement between Owner and the Offeror with respect to any offer by the Offeror with respect to the Property.

9. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Offeror has executed this Statement on the date set forth in the introductory paragraph.

“Offeror”

(NAME)

(NAME)

“Owner”

Gavcon Properties No. 1792, LLC

By: _____

Its: _____

