



Sagemore Corporate Center - Confidentiality Agreement

This Confidentiality Agreement is in response to your request for the Confidential Information on Sagemore Corporate Center, which consists of five buildings with addresses of 5000, 6000, 8000, 10000, and 14000 Sagemore Drive in Marlton, NJ 08053 (“the Properties”).

As a condition of providing a copy of the Confidential Information pertaining to Sagemore Corporate Center or any other Information regarding the Properties (collectively the “Information”), Davis Enterprises (“Owner”) requires that you acknowledge in writing that all information provided is confidential and proprietary and will only be used by you to make an evaluation of the Properties with the intent of purchasing the Property.

Accordingly, when you receive the Confidential Information or any other Information from either the Owner or Wolf Commercial Real Estate (“Agent”), you agree to treat such Information as confidential and proprietary (whether or not so marked), unless the Owner or Agent advise you otherwise in writing. You further agree that the Confidential Information and all other Information delivered to you will (i) be kept confidential by you and not be disclosed to any other parties; (ii) not be used by you in any way detrimental to the Owner or Agent; and (iii) not be used for any other purpose other than in connection with your Evaluation of the Properties.

You may, however, disclose the Confidential Information and other Information to your representatives, but only if your representatives agree to be bound by the provisions of this letter agreement. In such case, you will (i) inform each of your representatives receiving the Confidential Information and other Information of the confidential nature of such terms and of the terms of this letter agreement; (ii) direct your representatives to treat the Confidential Information and other Information confidentially and not use it other than in connection with an Evaluation of the Properties; and (iii) be responsible for any improper use or disclosure of the Information by you or your representatives.

Except within the terms of a specific written authorization by Agent or the Owner during the evaluation, you agree not to contact or attempt to contact, any director, officer, employee, lender, attorney, tenant or officers of the Owner in connection with any matter referred to in this letter agreement. If the evaluation is terminated by you or the Owner, you and your representatives will permanently cease all previously authorized contacts and will return all Information provided to you. In addition, you agree to only visit the Properties with Agent representative present or having been previously apprised of your visit.

You understand that although the Owner and Agent will endeavor to include such materials as they reasonably believe to be relevant for an Evaluation of the Properties in the Confidential Information, you acknowledge that neither the Owner nor Agent, nor any other representative of either the Owner or Agent, has made, or will make any representation or warranty as the accuracy or completeness of any Information.

It is hereby understood that Owner will not be responsible for any brokerage fees paid to Buyer or Buyer’s representative. Any and all brokerage fees paid to any and all parties acting on behalf of the Buyer, shall be the sole responsibility of said Buyer.



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Please direct all inquiries regarding this agreement or Sagemore Corporate Center to John Mozzillo (john.mozzillo@wolfcre.com), Sean Kelly (sean.kelly@wolfcre.com), or Jason Wolf (Jason.wolf@wolfcre.com).

Buyer:

Signature

Date

Printed Name

Title

| _____
Company

Street Address

City, State, Zip

Phone

Email