



CONFIDENTIALITY AGREEMENT
Keene Shopping Centre
451-465 & 601-605 Keene Centre Drive
Nicholasville, Kentucky (the "Property")

1. _____ ("**Buyer**") is interested in the possible purchase of the Property, and Buyer represents that it has the experience and financial capabilities to evaluate and purchase the Property. All information furnished to Buyer by the seller or by **Urban Groupe, LLC ("**Broker**")** shall not be duplicated, and it shall be used solely for the Buyer's evaluation of the purchase of the Property for its own account as a principal. Buyer and those persons retained by Buyer that need to know any such information for the purpose of evaluating Buyer's possible purchase of the Property, collectively, the ("**Related Parties**"), shall keep all such information confidential. Buyer and Related Parties shall not communicate with any tenant, property manager, agent or other persons having rights or responsibilities with respect to the Property, and Buyer and Related Parties shall not disclose any information regarding the Property to any other person nor shall they discuss the Property with any other person. Buyer agrees that neither the seller nor Broker will have an adequate remedy at law if Buyer violates the terms of this agreement and that the Seller and Broker shall have the right, in addition to any other rights, to seek injunctive relief to restrain any breach or threatened breach of this agreement and / or specific enforcement of its terms.
2. Buyer agrees that neither the seller nor Broker makes any representations or warranties of accuracy, completeness or otherwise regarding any information provided. Such information was received from third party sources and has not been independently verified by the Broker. Financial information contains estimates based on assumptions and may not represent the current or future performance of the Property. Buyer agrees that Buyer's decision to purchase the Property shall be based solely on Buyer's independent investigation and evaluation of the Property and all information relating to the Property and not on any information provided by the seller or Broker. Buyer agrees that the seller and Broker shall have no liability with respect to any information provided by the seller or Broker.
3. Buyer understands and agrees that the Broker is submitting the Property to multiple buyers, including Buyer. Buyer understands and agrees that the Broker represents the seller but not Buyer. Neither the seller nor the Broker shall have any obligation to pay any commission, finder's fee or other compensation to any broker or other person dealing with Buyer. Buyer shall defend, indemnify and hold harmless the seller and the Broker and their affiliates from and against any claims, demands, damages, liabilities, costs or expenses, including reasonable attorney's fees, relating to any claim for a commission, finder's fee or other compensation by any broker or other person dealing with Buyer. Furthermore, Buyer shall indemnify the seller and Broker for any damages that may be incurred as a result of Buyer divulging confidential information.
4. The term of this agreement shall be two (2) years from the date hereof; provided, that if the seller or Broker delivers a written notice to Buyer of any claim or cause of action arising hereunder during such two (2) year period, then such claim or cause of action shall survive said two (2) year period.

EXECUTED BY BUYER PRINCIPAL:

By: _____ Date: _____

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____ Email: _____

Please return to Urban Groupe, LLC: briana@urbangroupeco.com

Urban Groupe
Mailing address: 2901 Richmond Road, Suite 140-348, Lexington, Kentucky 40509
Office Address: 154 Patchen Drive, Suite 75, Lexington, Kentucky 40517