



STARLIGHT CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and agreed to by Income Property Organization ("Broker"), exclusive listing broker for the Property and undersigned Purchaser ("Purchaser") regarding the Property commonly known as Starlight, located at 7175 Bishop Road, Brighton, MI 48116 ("Property"). The obligation of confidentiality undertaken pursuant to this Agreement shall survive for a period of one year from Purchaser's execution of this Agreement ("Effective Date").

Purchaser has requested information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the Property has instructed Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement.

The parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, release, disseminate, or transfer any information obtained hereunder ("Information") to any other person or entity.
2. If Purchaser is a corporation, partnership, limited liability company, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know such as its directors, officers, employees, agents, attorneys, and affiliates as long as they are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser understands that all Information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
4. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time or in any manner be used for any other purpose.
5. Purchaser shall not contact directly any persons associated with the Property other than Broker without Broker's or Owner's written permission. Such persons include, without limitation, Owner's employees, lender, suppliers and tenants. In the event Purchaser circumvents Broker and purchases the Property within 12 months from the effective date of this agreement, and Seller fails to pay Broker the brokerage commission at closing, then Purchaser shall owe IPO a commission of 4.00% of the gross sales price at closing. In the event this property is subsequently listed by another Brokerage firm this agreement becomes null and void.
6. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients). Purchaser acknowledges that they are not working with any other broker or agent other than Broker in connection with the Property, and shall not make any claim for commissions, for any reason, if Purchaser buys Property.
7. Neither Broker nor Owner makes any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Purchaser assumes full and complete

responsibility for confirmation of all information received and expressly waives all rights of recourse against Owner and Broker with respect to same.

8. The persons signing on behalf of Purchaser and Broker represent that they have the authority to bind the party for whom they sign.
9. Unless otherwise agreed to in writing, Broker is the agent of the Seller only.
10. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan.
11. This Agreement shall survive for a period of one (1) year from the Effective Date.

PURCHASER:

Signature:	
By:	
Company:	
Title:	
Telephone #:	
IPO Broker:	

IMPORTANT INFORMATION:

This document can be digitally signed via Adobe Sign by clicking the adjacent icon. After signing you will receive an email from Adobe asking you to confirm your email address. If you don't complete this step your executed CA will not be delivered. If you don't see this email, check your junk mail folder.

Alternatively, this document can be executed and emailed or faxed to Income Property Organization at (248) 932.0301

