

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "**Confidentiality Agreement**") is made for the purpose of determining whether Reviewer wishes to make an offer to purchase an interest in the Asset (as defined below).

 BROKERAGE, as Reviewer (the "**Reviewer**") agrees that the information may be used for no other purpose and is made and agreed to by as of the date set forth on the signature page hereof. Email of Reviewer

 PROSPECT, as Reviewer (the "**Reviewer**") agrees that the information may be used for no other purpose and is made and agreed to by as of the date set forth on the signature page hereof. Email of Reviewer

Preamble

WAVERLY PARK LIMITED PARTNERSHIP, a Virginia limited partnership (the "**Company**"), having an address Waverly Park Limited Partnership, 604 S. King St., Suite001, Leesburg, VA 20175, has agreed to permit the Reviewer to review certain documents with respect to the property commonly known as **602 South King Street, Leesburg, Virginia**, and the Company (individually and collectively, the "**Asset**") in strict accordance with the terms of this Confidentiality Agreement. In connection therewith, the Company has agreed to permit the Reviewer to review and inspect certain non-public documents, files and other information relating to the Asset, which information (the "**Evaluation Material**") may include economic, commercial, marketing, and financial information that is confidential and/or proprietary in nature. Therefore, the Company has required the Reviewer to execute and deliver this Confidentiality Agreement as a condition to any right to review and inspect the information.

WAVERLY Mansion, LLC, a Virginia Limited Liability Company, (the "**Company**"), having an address at c/o Waverly Park Limited Partnership, 604 S. King St., Leesburg, VA 20175, has agreed to permit the Reviewer to review certain documents with respect to the property commonly known as **604 South King Street, Leesburg, Virginia**, and the Company (individually and collectively, the "**Asset**") in strict accordance with the terms of this Confidentiality Agreement. In connection therewith, the Company has agreed to permit the Reviewer to review and inspect certain non-public documents, files and other information relating to the Asset, which information (the "**Evaluation Material**") may include economic, commercial, marketing, and financial information that is confidential and/or proprietary in nature. Therefore, the Company has required the Reviewer to execute and deliver this Confidentiality Agreement as a condition to any right to review and inspect the information.

In consideration of being granted the opportunity to review and inspect the Evaluation Material, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

Section 1. Purpose. The Reviewer agrees that its review and inspection of the Evaluation Material shall be solely to conduct due diligence on behalf of the Reviewer and not as an agent, representative or broker of any undisclosed party.

Section 2. Non-Disclosure and Use of Evaluation Material.

(a) The Reviewer agrees that, except as set forth below, all Evaluation Material shall be used by the Reviewer solely for the purpose stated above. The Reviewer further agrees not to disclose any of the Evaluation Material, without the prior written consent of the Company to any third party other than to its Representatives (defined below).

(b) Any of the Evaluation Material that is required to be disclosed by law or by regulatory or judicial process may be disclosed without the Reviewer being in breach of its obligations under this Confidentiality Agreement.

(c) Notwithstanding the foregoing, Reviewer may disclose the Evaluation Material: (i) to the directors, officers, employees, agents and retained professionals (collectively, "**Representatives**") of the Reviewer and the Reviewer's affiliates and subsidiaries who need to know the Evaluation Material for purposes of evaluating a potential sale transaction, who are informed by Reviewer of the confidential nature of the Evaluation Material and who agree to be bound by the terms of this Confidentiality Agreement, or (ii) as may be required by applicable law or at the request of any federal or state regulatory or supervisory authority having jurisdiction over Reviewer, whether governmental or quasi-governmental in nature, provided that Reviewer requests confidential treatment thereof to the extent permitted by law.

Section 3. Review of Evaluation Material. The Evaluation Material will be made available for review by Representatives of the Reviewer at a location and time and in a manner determined by the Company.

Section 4. Duplication. The Reviewer agrees to refrain from making any reproductions, other than handwritten summaries or notes and self-generated computer records, of any items of Evaluation Material without the prior written consent of the Company.

Section 5. Reliance on Third Party Appraisal and Environmental Reports and

Other Evaluation Material.

(a) The Reviewer acknowledges and agrees that the Company makes no warranties or representations, whether express or implied, in fact or in law, with respect to the content, accuracy or completeness of financial statements, documents pertaining to the real property and improvements on the Asset and any of the Evaluation Material, unless expressly set forth in a separate agreement. Unless otherwise expressly provided therein, all Evaluation Material, including, without limitation, the appraisal and environmental reports of third-party appraisal and environmental firms, has been prepared for use solely and exclusively by the Company or the Company's predecessors in interest. Such reports and other Evaluation Material are provided for information purposes only and the Reviewer hereby agrees that such reports and other Evaluation Material shall not be relied upon as indicators of the value of the Asset. The Company has not directed the manner or method any such firm or other person utilized in performing its work or producing its report or other Evaluation Material, and the Reviewer shall make its own independent determination as to the adequacy or correctness thereof or the assumptions used, and conclusions reached therein. The Reviewer specifically acknowledges that the appraisal and environmental consultant industries are unregulated and that neither the scope of any such work nor any such report may satisfy various governmental requirements or identify all possible appraisal or environmental issues or concerns. The Reviewer also acknowledges that conditions at any portion of the Asset and the surrounding area may have changed since such reports were performed.

(b) The Reviewer shall not have the right to rely upon, and hereby expressly agrees not to rely upon, the conclusions or other data set forth in any reports or any other Evaluation Material and shall have no recourse against the Company or its shareholders, partners, members, officers, trustees, employees, agents, advisors, counsel or other representatives, including the preparers of such reports or other Evaluation Material, in the event of any errors therein or omissions therefrom or for any other reason, unless otherwise agreed to by the parties hereto in a written agreement. The Company shall not (i) have any obligation or responsibility whatsoever, or (ii) make any representation or warranty or assume any duty or obligation, for the adequacy, completeness, accuracy, form or content of the scope of any work or any such report or other Evaluation Material, the existence or non-existence of any facts related thereto, the performance or quality of any work performed or the absence of defects therefrom, or the financial condition or professional qualifications of or the reporting thereof by any such firm or other person, unless otherwise agreed to by the parties hereto in a written agreement. The Company's acceptance, review or use of any such report or other Evaluation Material shall not constitute (i) an approval of any such report or other Evaluation Material, (ii) a waiver of any of its rights under any agreements it has relating to environmental matters, or (iii) a release of any person of its obligations under any agreements it has relating to environmental matters.

(c) The Reviewer's decision to purchase or not to purchase the Asset is and will be based on the Reviewer's independent evaluation of the Asset. The Reviewer is experienced in evaluating, owning, and holding commercial real estate in the nature of the Asset. The Reviewer is familiar with the risks associated with commercial real estate sale transactions.

(d) The Company agrees not to claim any conflict of interest solely by reason of any such appraisal or environmental firms whose work is part of the Evaluation Material, discussing its report with the Reviewer or the Reviewer utilizing any such firm in its investigation of the Asset, provided that the Reviewer shall be solely responsible for any associated costs and expenses. If the Reviewer utilizes any such firm, the Reviewer acknowledges and agrees that it has selected such firm on the basis of independent information and has not relied upon or received any recommendation from the Company and that such firm and the Reviewer shall be responsible for determining the appropriate level or inquiry and scope of services to be provided to the Reviewer, and such firm shall conduct such services independent of the services conducted for the Company. Although such firm may utilize records it utilized on behalf of the Company, the Reviewer and such firm shall be solely responsible for determining the need to update or further research such records, without reliance on the Company. The Reviewer shall cause such firm to provide the Company with a copy of any appraisal or environmental report regarding such services it performs for the Reviewer at the same time it is provided to the Reviewer; provided, however, the Company agrees that any such appraisal or environmental report shall not be distributed to any third party during the period that the Reviewer is evaluating the Evaluation Material.

Section 6. Limited Access. The Reviewer shall inform each of its Representatives that receives any of the Evaluation Material of the requirements of this Confidentiality Agreement and shall require each such Representative to comply with such requirements, including all requirements and obligations of the Reviewer.

Section 7. Return or Destruction of Evaluation Material. If a Closing, as such term is defined in the Agreement, does not occur and the Agreement is terminated by its terms or otherwise, the Reviewer agrees that promptly upon the Company's request all copies of information furnished to the Reviewer or provided by the Reviewer to any other person will be promptly returned to the Company, and the Reviewer will certify that all reproductions, extracts and summaries thereof have been destroyed. All of the Reviewer's obligations hereunder and all of the Company's rights and remedies hereunder shall survive any return or destruction of the information.

Section 8. Property Inspection. The Reviewer agrees that without written consent from the Company, the Reviewer will not seek to gain access to any non-public areas of the Asset, or to any books and records of the Asset other than those made available by the

Company. The Reviewer agrees not to communicate with any tenant, property manager or other person having rights and/or responsibilities with respect to the Asset or any of the Evaluation Material without the prior written consent of the Company.

Section 9. Termination. Notwithstanding anything to the contrary set forth herein, this Confidentiality Agreement shall remain in full force and effect until the earlier of (a) thirty-six (36) months from the date hereof, or (b) the sale, if any, of the Asset to the Reviewer or the Reviewer’s affiliate or subsidiary.

Section 10. Remedies. In the event the Reviewer or any of its Representatives fails in any respect to comply with its obligations under this Confidentiality Agreement, the Reviewer shall be liable to the Company for such breach, and the Company shall be entitled to exercise any right, power or remedy available to the Company at law or in equity for such breach. Such remedies may include, without limitation, the right to sue for specific performance, injunctive relief and/or damages. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof.

Section 11. Applicable Law. This Confidentiality Agreement is governed by and will be construed in accordance with the laws of the Commonwealth of Virginia without giving effect to its conflict of laws principles.

Section 12. Notices. All notices and other communications required or permitted under this Confidentiality Agreement (“Notices”) must be in writing and (a) sent by certified mail, return receipt requested; or (b) delivered by nationally recognized overnight delivery service providing evidence of the date of delivery, with all charges prepaid, addressed to the appropriate party at its address indicated in this Confidentiality Agreement. The Reviewer or the Company each may change from time to time the address to which Notices must be sent, by Notice given in accordance with this Section. All Notices given in accordance with this Section will be deemed to have been given when delivered or refused.

Section 13. Unenforceable Provisions. If any provision of this Confidentiality Agreement is found to be illegal or unenforceable or would operate to invalidate this Confidentiality Agreement, then the provision will be deemed to be expunged and this Confidentiality Agreement will be construed as though the provision was not contained herein and the remainder of this Confidentiality Agreement will remain in full force and effect.

Section 14. Entire Agreement. Any agreements between the parties relating to the matters described herein are contained in this Confidentiality Agreement, which contains the complete and exclusive statement of the agreements between Company and Reviewer, except as Company and Reviewer may later agree in writing to amend this Confidentiality Agreement.

Section 15. No Oral Amendment. This Confidentiality Agreement may not be amended, waived, or terminated orally or by any act or omission made individually by Company or Reviewer but may be amended, waived, or terminated only by a written document signed by the party against which enforcement of the amendment, waiver or termination is sought.

Section 16. No Discussion. Reviewer shall not discuss bid pricing with any other party or reveal to any party the amount of Reviewer’s bid.

IN WITNESS WHEREOF, a duly authorized representative of the Reviewer has executed this Confidentiality Agreement as of the date set forth below:

REVIEWER:

DATE OF EXECUTION:

Print

Sign

REVIEWER:

DATE OF EXECUTION:

Print

Sign

Please email executed agreement back to Listing Broker, Julie A. Martin Real Estate, c540-687-0017 to WaverlyParkLP@gmail.com with list of information or questions.

(NOTE: Any edits or changes to document will delay the process of providing requested materials).