

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (the “Agreement”), dated _____ between Barnett Commercial Realty, Inc. (the “Company”), a corporation having its registered office at 5 East Church Street, Martinsville, VA 24112 and _____, whose office is at _____ (hereinafter referred to as the “Recipient”).

WITNESSETH

WHEREAS the Company and the Recipient are discussing a possible transaction between the Company and the Recipient or affiliates of the Recipient relating to the property known as Spruce Street Station located at 1101 Brookdale Street, Martinsville, VA 24112.

AND WHEREAS the Recipient has requested certain information concerning the Company and the Property in order to evaluate such possible transaction;

AND WHEREAS the Company is willing to make such information available to the Recipient on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Recipient hereby agree as follows:

1. Evaluation Material: All information (including, without limitation, financial information, marketing information and tenant information) which concerns the Company or the Property and is furnished or made available to the Recipient, or which the Recipient obtains from the Company’s personnel or on the Property in the course of its evaluation of the Property or of the possible transaction, either before or after the date of this Agreement, shall be referred to herein as the “Evaluation Material”. Such term shall not, however, include any information which: (a) is generally available to the public, other than as a result of a disclosure by the Recipient in violation of this Agreement; or (b) was available to the Recipient on a non-confidential basis from a source by the Company; or (c) becomes available to the Recipient on a non-confidential basis from a source (other than the Company) which is not bound by a confidentiality agreement with the Company.

2. Use of Evaluation Material: The Recipient shall use the Evaluation material only for the purpose of evaluating the proposed transaction with the Company, shall keep all evaluation material completely confidential (except for disclosure to those of their employees, consultants and other parties directly involved in the transaction who have a need to know it or such purpose) and shall cause such employees to be bound by the provisions of this Agreement. The Recipient shall be responsible for any breach of this Agreement by any such employees.

3. No Warranties or Representations: The Recipient acknowledges and agrees that the Company makes no warranty or representation as to the accuracy or completeness of the Evaluation Material and that any financial information included therein is unaudited.

4. No Disclosure of Negotiations: The Recipient shall not disclose, without the Company's prior written consent, the fact that discussions or negotiations are taking place concerning a possible transaction with the Company, unless such disclosure is required, in the opinion of legal counsel to the Recipient, acting reasonably, under applicable law or pursuant to any legal or investigatory proceedings or otherwise. If such legal counsel advises that disclosure is required, the Recipient shall promptly advise the Company in writing, shall consult with the Company prior to any such disclosure concerning the information proposed to be disclosed and the reasons for such disclosure and, if the Company requests, shall co-operate with the Company to seek a protective or injunctive order.

5. Return of Evaluation Material: Upon the Company's request, the Recipient shall promptly return all written Evaluation Material to the Company, without retaining copies thereof. Notwithstanding any return of Evaluation Material to the Company, all provisions of this Agreement with respect to confidentiality and non-disclosure shall continue to apply.

6. Governing Law, Successors and Assigns: Severability: This Agreement shall be governed by and construed in accordance with the laws of the State of VIRGINIA and the laws of USA applicable therein. This Agreement shall be binding upon any successors and legal representatives of any of the parties hereto. If any of the provisions hereof shall for any reason be held to be unenforceable in any respect, same shall not effect any other provision of this Agreement.

7. Notice: All notices hereunder shall be given in writing and hand delivered or by fax and shall be addressed, if to the Company, to it at the address shown for the Company above and, if to the Recipient, to the address shown for the Recipient above. Either party hereto may from time to time designate a different address for itself by notice given in accordance with this section. All notices shall be effective, if delivered by hand, upon the date of such delivery and, if sent by fax, on the date of the transmission thereof.

8. No Waiver: No failure by either party hereto to exercise any right hereunder, and no delay in exercising any such right, shall be a waiver of that right or any other right under this Agreement.

9. No Oral Changes: Entire Agreement: This Agreement may not be amended or terminated except in writing by both parties. It constitutes the entire agreement between them with regard to the subject matter hereof and supersedes any and all prior contemporaneous negotiations, discussions and agreements with regard to such matter.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day, month and year first above written.

“RECIPIENT”

By: _____

Name:

Title:

“COMPANY”

Barnett Commercial Realty, Inc.

5 East Church Street

Martinsville, VA 24112

By: _____

Name: James Barnett, CCIM

Title: Principal Broker