MERRITT REALTY CORPORATION

Leasing Confidentiality Agreement
For Brokers and Principal

For the Property described as:

You have requested information for the purpose of evaluating the potential leasing of the 'Property'. Information may be provided to you if you agree to the following conditions. By your signature below, you certify that you understand and agree to the following conditions (the "Conditions"):

1. Any information concerning the Property which you are provided in any form (the "Information"), and whether from Merritt Realty Corporation (Merritt), the Owner(s) or any of their officers, agents, employees, or affiliates (collectively) the accuracy of completeness and no legal liability is assumed with respect thereto. The only exceptions to this will be specific representations or warranties, if any, that are made in writing and properly executed by the Owner(s). Any projections should be considered as opinion and are not guaranteed. Information will only be used to evaluate your interest in leasing the property and for no other purpose.

2. Unless otherwise specifically agreed in a contract executed by the Owner(s) of the Property, the Property is being leased "As Is, Where Is, and with All Faults" and no warranties or representations, expressed or implied, are made concerning its past, present, or future condition or use. Before signing a contract to lease this or any real estate, the Buyer should carefully inspect the Property and consult engineers, attorneys, and financial experts. Any inspection of the Property by you or your employees or agents is at your risk and you indemnify the Owner(s) from any resulting claims.

3. You agree to not use the Information in any way that is detrimental to Owner(s) or Merritt and with the exception of information generally known to the public; you will keep the Information confidential. You will not copy or distribute the Information with our written authorization from Merritt. You will not contact any existing tenant's or employees of said existing tenant or visit the property without the prior consent and presents of Owner(s) or Merritt.

4. The Information may be shared with the people involved in evaluating your potential leasing of the Property ("Related Parties") on the condition that you make them aware of this Agreement. Should you distribute Information to anyone else, you agree to be responsible for having him or her sign a copy of this Agreement. Except for the purposes related to your leasing evaluation, you will not copy or distribute the Information without written authorization from Merritt. You agree to not market the Property, and to not disclose to anyone other than Related Parties that the Property is for lease, unless you have received specific written approval from Merritt. You indemnify Owner(s) and Merritt from and against any claims, which result from your distribution of this information. Owner(s) and/or Merritt may use any legal remedy in order to settle damages, which may arise from your breach of this agreement including all Owners or Merritt's legal fees among other damages.

5. Neither Owner(s) nor Merritt shall be bound by any agreement, unless it is in writing and properly executed by an officer of the company. The Owner(s) retains the absolute right to reject any offer at any time without giving any reason therefore.

6. The undersigned acknowledges that they are a principal in the transaction and a broker is not representing them unless a broker is mentioned below as the "Buyer's Broker". **Tenant's Broker hereby acknowledges and agrees that a _____% commission or fee will be payable by the Owner upon lease execution as per a separate commission agreement. No additional commission, finder's fee or compensation will be due from or payable by the Owner or Owner's Broker in connection with this transaction. Tenant's Broker shall look to the prospective tenant for any additional commissions, fees or compensation herewith and waives the right to make any claim therefore against Owner or Owner's Broker.**

7. Any "Evaluation Material" (including, but not limited to, the leasing brochures, plans, maps, proposals, summaries, additional rent break downs, and lease documents) that you receive from the Owner(s) shall remain the property of the Owner(s) and shall be promptly returned upon Owner's request or, if you decide not to pursue the leasing of the Property.

Agreed and accepted this _____ day of _____ 201___

_____ _____

Prospective Tenant Name

Broker Name