

# CONFIDENTIALITY AGREEMENT

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Please sign the enclosed Confidentiality Agreement and return to Colliers Spectrum Cauble:

**BY FAX:** 404-870-2845

**BY EMAIL:** [Rebecca.Harlan@colliers.com](mailto:Rebecca.Harlan@colliers.com)

**BY MAIL:** Two Midtown Plaza, Suite 1100  
1349 West Peachtree Street, NE  
Atlanta, GA 30309

INTERESTED PARTY  
CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ (“**Recipient**”) in favor of Panattoni Development Company (“**Owner**”).

WHEREAS, Owner is the owner of the Property known as the **4150 Blue Ridge Industrial Parkway, Norcross, GA (“Property”)**;

WHEREAS, Recipient has expressed initial interest in purchasing the Property from Owner;

WHEREAS, in order to evaluate the possible sale of the Property, Recipient has requested access to certain confidential and proprietary information the unauthorized release of which could cause serious harm to Owner; and

WHEREAS, Owner is willing to provide such information if it has adequate assurances that the information will be kept confidential;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient agrees as follows:

1. Recipient acknowledges that all documents, analyses, records, statements, etc. (the “**Confidential Information**”) provided by Owner are confidential and proprietary to Owner. Recipient shall keep all such information confidential and shall not, except as may be required by law, regulation or legal process binding upon Recipient, disclose, summarize or otherwise provide any or all of the Confidential Information in any manner without the prior written authorization of Owner, except as otherwise set forth in this Agreement.

2. Recipient may use any or all of the Confidential Information only for the purpose of its analysis of the possible purchase of the Properties. Recipient may summarize any or all of the Confidential Information only in that connection. Recipient shall not use any of the Confidential Information for any other purpose.

3. On a “need-to-know” basis only and solely for the purposes of assisting Recipient in evaluating the purchase of the Property, Recipient may disclose, summarize or otherwise provide any portion of the Confidential Information to Recipient’s partners and employees, accountants, potential lenders, lawyers, agents and other advisors. Recipient shall give a copy of this Agreement to all persons to whom it gives access to the Confidential Information and shall inform all such persons that the Confidential Information is confidential and proprietary to Owner, and that the Confidential Information must be maintained as confidential, and that none of the Confidential Information may be disclosed without prior written authorization by Owner.

4. If Recipient determines that it is not interested in purchasing the Property, Recipient shall promptly return to Owner all Confidential Information it received.

5. Owner makes no representation or warranty about the accuracy or completeness of any Confidential Information. Recipient releases and holds Owner harmless from and against any loss or damage Recipient may sustain due to its reliance on any of the Confidential Information. The provisions of this Agreement shall not be amended, merged into or otherwise modified by any subsequent agreement entered into between Recipient and Owner or any instrument executed by Owner for Recipient’s benefit unless such agreement or instrument expressly states so with respect to this specific agreement.

6. Recipient shall not communicate with tenants of the Property or governmental or quasi-governmental bodies concerning the Property without the prior written consent of Owner.

7. If any party believes that the unauthorized disclosure of any or all of the Confidential Information is likely to occur, Interested Party shall take all reasonable measures, and shall support any reasonable measures by Owner, to prevent such disclosure. If an unauthorized disclosure of any or all of the Confidential Information has occurred, Recipient shall not interfere with any effort by Owner to pursue legal and equitable remedies available in result of the unauthorized disclosure.

8. It is understood and acknowledged that unauthorized release of any or all of the Confidential Information would cause immediate and irreparable harm to Owner that could not be repaired and for which Owner could not be fully compensated by money damages. Recipient agrees that Owner may obtain injunctive relief to prevent or limit such unauthorized disclosure, and may also pursue any other remedies available under law or equity in result of an alleged or reasonably anticipated breach of this Agreement. Recipient agrees to pay any damages incurred by Owner as a result of Recipient's breach of this Agreement, including but not limited to court costs and reasonable attorneys' fees.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to principles of choice of law or conflicts of law.

10. This Agreement shall be binding upon Recipient's successors and assigns, and shall inure to the benefit of Owner's successors and assigns.

RECIPIENT:

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Recipient's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recipient's Phone Number:

\_\_\_\_\_

Recipient's Fax:

\_\_\_\_\_

Recipient's Email Address:

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