

**Sam's Club # 6239**  
**15 Texas Station Court, Timonium, MD 21093**  
**CONFIDENTIALITY AGREEMENT**

**TO: COLLIERS INTERNATIONAL**  
5901 Priestly Drive, Ste. 100  
Carlsbad, CA. 92008

**ATTENTION: Jon Busse**

You are expressing an interest in the potential acquisition of the Sam's Club property at 15 Texas Station Court, Timonium, MD 21093, ("Property"). Jon Busse of Colliers International, on behalf of Diamond Timonium, LLC, is soliciting offers for sale. So that you, the below-signed Investor ("Investor"), can carefully evaluate any proposed transaction, you have requested from us and we are prepared to give you certain proprietary and confidential information concerning the Property and related business operations, including financial and other information of a strictly confidential nature (the "Evaluation Material"). You recognize that any unauthorized disclosure of such information could cause serious and irreparable damage to our Client.

Having in mind the foregoing considerations, you agree with us that you will not copy, reproduce, or distribute or disclose to others any of the Evaluation Material or the contents thereof, in whole or in part, at any time except as provided in the agreement. You further agree that you will keep permanently confidential all information contained in the Evaluation Material which is not already public knowledge and will use such information only for the purpose of evaluating a possible transaction between you and our Client.

You may disclose the Evaluation Material or information therein only to those of your employees, directors, partners, officers or professional advisors to whom such disclosure is necessary for the purpose of assisting you in evaluating a possible transaction. You agree to apprise each such person of the confidential nature of such information and the terms of this agreement, and to require each such person to abide by the terms of this agreement prior to providing any Evaluation Materials or disclosing the contents to such person. You agree that without prior consent of our Client or Colliers International, neither you nor your employees, directors, partners, officers or advisors will disclose to any person either (i) the fact that we have furnished Evaluation Material to you, (ii) the fact that discussions or negotiations are proceeding, or (iii) the status of such discussions or negotiations or any of the terms or proposed terms thereof.

The term "Evaluation Material" does not include information which (i) becomes generally available to the public other than as a result of a disclosure in violation of this agreement, or (ii) becomes available to you on a non-confidential basis from a source other than our Client or Colliers International, provided that such source is not bound by a confidentiality agreement without Client and/or Colliers International. You understand that our Client and Colliers International make no representation or warranty as to the accuracy or completeness of the Evaluation Material, and you agree that our Client, Colliers International, and their respective partners, employees, advisors, or agents will not have any liability to you resulting from your use of the Evaluation Material.

Upon request from our Client or Colliers International, you will return or destroy the Evaluation Material and any copies of any part thereof, including extracts therefrom and you shall provide Colliers International with an affidavit to this effect. If the foregoing correctly reflects our understanding and agreement, please so indicate by signing in the space provided below. **Please make a copy of this signed request for your records and fax to (760) 438-8925 or email to [jon.busse@colliers.com](mailto:jon.busse@colliers.com)**

**We acknowledge and accept the terms of the Confidentiality Agreement as listed below.**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**BUYER'S BROKER:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_