



Agreement Concerning Confidentiality of Information (“**Agreement**”)

In connection with your consideration of a possible transaction (“**Transaction**”) with Crest Net Lease, Inc., (“**Seller**”), you have requested certain information which is non-public, confidential or proprietary in nature concerning the tenant, the lease and/or the property that is the subject of this Agreement. As a condition to your being furnished such information, you agree to treat any information concerning the Transaction which is furnished to you by or on behalf of Seller (herein collectively referred to as the “**Evaluation Material**”) in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions herein set forth. The term “Evaluation Material” does not include information which (i) is already in your possession, provided that such information is not known by you to be subject to another confidentiality agreement with or other obligation of secrecy to Seller or another party, (ii) becomes generally available to the public other than as a direct or indirect result of a disclosure by you, your directors, officers, employees, lenders, agents, advisors or other consultants (collectively, your “**Representatives**”) or (iii) becomes available to you on a non-confidential basis from a source other than Seller or its advisors, provided that such source is not known by you to be bound by a confidentiality agreement with or other obligation of secrecy to Seller or another party.

You acknowledge and agree that the Evaluation Material includes, among other things, certain financial statements and financial information concerning the tenant(s) and/or guarantors (or affiliates of guarantors) of the leases encumbering the property that is the subject of this Agreement and/or sales or other financial information concerning the retail sales operations located upon such property (all of the foregoing collectively referred to herein as the “**Financial Information**”). Notwithstanding anything contained herein to the contrary: (i) you covenant and agree to keep and maintain the Financial Information in strictest confidence; (ii) you covenant and agree to use the Financial Information solely for the purpose of evaluating a possible Transaction between Seller and you (iii) you may not disclose the Financial Information to any person or entity other than your employees, officers and directors who have a need to know the Financial Information for the purpose of evaluating a possible Transaction without first obtaining the consent of Seller and (iv) in any event, you shall be fully responsible for any breach of this Agreement by any of the persons to whom Financial Information is disclosed pursuant to this paragraph.

You hereby agree that the Evaluation Material will be used solely for the purpose of evaluating a possible Transaction between Seller and you, and that such information will be kept strictly confidential by you and your Representatives; provided, however, that (i) the Evaluation Material may be disclosed to your Representatives who need to know such information for the purpose of evaluating a possible Transaction (it being understood that prior to such disclosure, such Representatives shall be informed by you of the confidential nature of such information and shall be directed by you to treat such information confidentially) and (ii) any disclosure of such information may be made to which Seller consents in writing. In any event, you shall be fully responsible for any breach of this Agreement by any of the persons to whom Evaluation Material is disclosed pursuant to this paragraph.

In addition, without the prior written consent of Seller, you will not, and will not permit any person to whom any disclosure of Evaluation Material has been made, to disclose to any person either the fact that discussions or negotiations are taking place concerning a possible Transaction between Seller and you or any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.

Although Seller has endeavored to include in the Evaluation Material information known to it which it believes to be relevant for the purpose of your investigation, you understand that neither Seller nor any of its representatives or advisors have made or make any representation or warranty as to the accuracy or completeness of the Evaluation Material. You agree that neither Seller nor its representatives or advisors shall have any liability to you or any of your Representatives resulting from the use of the Evaluation Material.

You shall not copy or otherwise reproduce the Evaluation Material or any portion thereof except to provide it to Representatives as permitted hereunder. In the event that no agreement or agreement in principle with respect to the Transaction shall have been entered into by you and Seller on or prior to the sixtieth (60th) day following the date of this Agreement, and in any event on request of Seller or its representatives, you and each of your Representatives shall promptly redeliver to Seller all written material constituting, containing or reflecting the Evaluation Material (whether prepared by Seller, its advisors or otherwise), and you will not permit your Representatives to retain any copies, extracts or other reproductions in whole or in part of such written material. All documents, memoranda, notes and other writings whatsoever prepared by you or your Representatives based on the Evaluation Material shall be destroyed, and, upon Seller's request, such destruction shall be certified in writing to Seller by an authorized officer supervising such destruction. Oral information constituting Evaluation Material will be held subject to the terms of this Agreement.

Seller reserves the right, at its sole and absolute discretion, to withdraw the property that is the subject of this Agreement from being marketed for sale at any time and for any reason. Seller expressly reserves the right, at its sole and absolute discretion, to reject any and all expressions of interest or offers regarding any such property, and/or to terminate discussions with any party at any time, with or without notice. You acknowledge and agree that until such time as Seller and you may have executed a definitive written agreement with respect to the Transaction, Seller may, without prior notice or liability to you, disclose Evaluation Material to and negotiate with other prospective parties and enter into a preliminary or definitive agreement with respect to the Transaction with any such party.

No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

You acknowledge that money damages would not be a sufficient remedy for a breach of this Agreement. Accordingly, in addition to all other remedies available at law or in equity, Seller shall be entitled to specific performance and injunctive relief as remedies for any breach.

This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and legal representatives. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Delaware, without reference to such state's principles of conflict of laws.

All communications and contacts regarding the Transaction and the Evaluation Material, including the business, operations, prospects or finances of the tenant, shall be made exclusively through Seller. You may not communicate with the tenant or occupant of the property(ies) that is/are the subject of the Transaction without the prior written consent of Seller

If you are in agreement with the foregoing terms and conditions, please so indicate by signing and returning one copy of this Agreement, whereupon it shall constitute our agreement with respect to the subject matter hereof.

Sincerely,

Accepted By:

Crest Net Lease, Inc.



Cary Wenthur
President

Broker:

cc: Legal Department

Date: _____

Buyer:

Date: _____