

CONFIDENTIALITY AGREEMENT

WHEREAS, **NAI Martens ("Martens")** shall furnish to _____ (Prospective Buyer) and (Buyer's Broker), if applicable, certain confidential and propriety information relating to the affairs of the Stagecoach MHC and Colton MHP, locations attached here to as Exhibit A, solely for the purpose of using such information and property, and features thereof, only in the performance and for the purpose of "evaluation for acquisition".

WHEREAS, the undersigned agree to review, examine, inspect or obtain such information only for the purpose described above, and to otherwise hold such information confidential pursuant to the terms of this agreement.

BE IT KNOWN, that Martens has or shall furnish Prospective Buyer and Buyer's Broker certain confidential information, all on the following conditions:

1. Prospective Buyer and Buyer's Broker agree to hold all confidential or proprietary information or trade secrets in trust and confidence and agree that it shall be used only for the contemplated purpose, and shall not be used for any other purpose.
2. At the conclusion of any discussions, or upon demand of Martens, all written information including written notes, rent rolls, floor plans, engineering drawings, disk files, programming, photographs, financial statements, tax returns, customer lists, inventory records, equipment lists or memoranda shall be returned to Martens without making any copies or reproduction thereof.
3. Prospective Buyer and Buyer's Broker agree that it will use any information solely for evaluating a transaction and that reasonable precautions will be taken to keep the evaluation material provided confidential, however, you may disclose evaluation material to your directors, officers, agents, or advisors (collectively representatives) who have the need to know such information. Such "representatives" shall be bound by the same terms and conditions of this agreement.
4. Prospective Buyer and Buyer's Broker agree that in the event that tenant information (rent roll, etc.) is provided, that Prospective Buyer and Buyer's Broker shall not initiate any contact with any current tenants during the term of their occupancy without the express permission of the property owner or Martens. Such contact will be considered unlawful interference with a business relationship.
5. Prospective Buyer and Buyer's Broker acknowledge that any information obtained from Martens by virtue of this Agreement is of a proprietary nature.
6. Prospective Buyer and Buyer's Broker shall have no obligation with respect to any information known by the Prospective Buyer and Buyer's Broker, or as may be generally known within the industry or business community, prior to the date of this Agreement, or that shall become common knowledge within the industry or business community thereafter.
7. Buyer will not contact the property manager nor cause the property manager or any residents to become aware that the property is for sale.

8. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
9. The undersigned Buyer agrees to provide any compensation due to Buyer's Broker. Listing broker is not providing Buyer Broker compensation on these properties.
10. This constitutes the entire Agreement.

Prospective Buyer

Buyer's Broker, if Applicable

Address

Address

City, ST, ZIP

City, ST, ZIP

Contact Information for Delivery of Property Information:

Please deliver to: _____ Buyer _____ Broker

Phone Number: _____

Email Address: _____

EXHIBIT A

Stagecoach - 210 Dows St, Garretson, SD
Colton Mobile Home Park - 817 S Main, Colton, SD