

**CONFIDENTIALITY AGREEMENT AND
CERTIFICATE OF FINANCIAL & OPERATIONAL QUALIFICATIONS
OF PROSPECTIVE PURCHASER**

Industrial / Manufacturing Property Offering, Lancaster, PA

CONFIDENTIALITY AGREEMENT

The undersigned Prospective Purchaser has requested that Confidential Information be furnished to him/her on the above named property for the purpose of evaluating the possible purchase of said property. The undersigned agrees to treat all information provided as highly confidential and agrees that none of the materials (Confidential Information) furnished to them/him/her will be used or duplicated in any way detrimental to the property, the owner or U. S. Commercial Realty (Broker) nor for any purpose other than evaluating a possible purchase of the property described therein. Therefore, the undersigned party agrees to keep all Confidential Information (other than information which is a matter of public record or is provided in other sources readily available to the public) strictly confidential; provided, however, that the Confidential Information may be disclosed by Purchaser to directors, officers and employees of the undersigned but only to these individuals, and to the undersigned's outside counsel, accounting firm, consultant and potential lenders (all of whom are collectively referred to as "Related Parties") who in the undersigned's considered judgement need to know such information for the purpose of evaluating a possible purchase of the property by the undersigned. The undersigned party will promptly, upon request, return all Confidential Information furnished to them without retaining copies thereof.

The undersigned party agrees to not make available or disclose any of the contents of the Confidential Information or the fact that discussions or negotiations are taking place concerning a possible sale of the property to the undersigned; including the terms, covenants, conditions or other facts with respect to any such transactions, including the status thereof, to any person other than as permitted by the preceding paragraph unless: (i) such person has been identified in writing to Seller; (ii) the Seller has approved in writing the disclosure of the Confidential Information to such person; (iii) such person has entered into a written confidentiality agreement. The undersigned will direct all parties to whom Confidential Information is made available not to make similar disclosures and any such disclosures shall be deemed made by, and be the responsibility of, the undersigned.

Broker prepared the Confidential Information from information provided by the Owner and/or other reliable sources. The undersigned understands and acknowledges that there is no representation or warranty as to its accuracy or completeness. The financial information and projections contained in the Confidential Information represent estimates based on assumptions considered reasonable under the circumstances, but there are no representations or warranties, expressed or implied, that actual results of operations will conform to such projections.

FINANCIAL & OPERATIONAL QUALIFICATIONS

The undersigned Prospective Purchaser certifies and represents that he is financially and operationally qualified to purchase and operate a property of the magnitude of the property being presented herein. The undersigned understands that the Seller is and will be providing financial and other confidential information pertaining to the property and therefore it is reasonable that Seller will request financial and operational information from Prospective Purchaser confirming Prospective Purchaser's financial and operational qualifications. Should the Prospective Purchaser decide to proceed further with the acquisition of this property, Prospective Purchaser agrees to promptly provide adequate financial information and both financial and operational references upon request. Broker and Seller will keep confidential the Prospective Purchaser's financial and operational information when provided on the same terms and conditions as described in paragraph one above.

Nothing contained herein should be construed as obligating the Owner to sell the property or requiring the Owner to refrain from marketing the property to other potential purchasers. This agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

PROSPECTIVE PURCHASER:

RE Agent Name: _____

Purchaser Name: _____

Purchaser Signature: _____

Company: _____

Address: _____

Email: _____

Telephone: _____

Date: _____