

Charles and Mary Beth Touey  
1597 Medical Drive  
Pottstown, PA

## CONFIDENTIALITY AGREEMENT

\_\_\_\_\_, 2018

Charles and Mary Beth Touey and/or their affiliates and subsidiaries (collectively, "Owner") may provide certain confidential, non-public and/or proprietary information to \_\_\_\_\_ ("Receiving Party") with respect to that certain property commonly known as 1597 Medical Drive Pottstown, PA (the "Property") for review in connection with [**the potential sale of the Property / a possible transaction with Receiving Party**] (such transaction, the "Transaction"). As a condition to and as consideration for being furnished the Information (as defined below), Receiving Party agrees to treat such Information in accordance with the provisions of this agreement (as the same may be amended, this "Agreement") and to take, or abstain from taking, certain other actions as described herein.

All information regarding the Property, the Transaction or Owner, whether written or electronic or through any other form or medium and regardless of whether it is specifically marked or identified as confidential, furnished by Owner to Receiving Party and/or any other Recipient (as defined below) at Receiving Party's direction, and all analyses, compilations, data, forecasts, reports, studies, agreements or other documents prepared by Recipient, or based in whole or in part on any such furnished information or reflecting Receiving Party's review or assessment of the information Owner provides, the fact that this Agreement has been executed or that discussions between Receiving Party and/or Owner have commenced and/or may continue, is collectively referred to as the "Information".

In consideration of Owner providing Receiving Party with the Information, Receiving Party agrees to treat the Information as confidential and to use the same standard of care in handling such Information as Receiving Party uses with respect to its own confidential information. Except as otherwise expressly permitted in this Agreement, Receiving Party will not, without the prior written consent from Owner, distribute any of the Information to anyone other than to its affiliates, its subsidiaries and its, and each of their, respective directors, managers, officers, employees, members, partners, agents and representatives (including, without limitation, attorneys, accountants and insurers) who are actively and directly participating in the evaluation of the Transaction (such persons to whom Receiving Party has disclosed the Information are, together with Receiving Party, collectively referred to hereinafter as, the "Recipients"); provided that Receiving Party shall inform all Recipients of the confidential nature of the Information and direct them to comply with the terms of this Agreement. Receiving Party shall be responsible for any breach of the terms of this Agreement by any Recipient. Receiving Party shall indemnify, defend and hold harmless Owner from and against any and all losses, liens, claims, penalties, demands, actions, proceedings, suits,

costs, expenses, damages and/or liabilities incurred by Owner as a result of a breach of this Agreement by Receiving Party or any other Recipient.

Receiving Party further agrees that:

1. The Information will be kept confidential and will not, without the consent of Owner, be disclosed in any manner in whole or in part, except as otherwise expressly permitted herein or required by applicable law or regulation and then only with prior written notice to Owner (to the extent legally permissible).
2. The Information, and if applicable, all copies thereof will be returned to Owner promptly upon Owner's written request or destroyed with such destruction certified in writing to Owner. Notwithstanding the foregoing, Receiving Party may retain copies of the Information to comply with applicable laws, rules and regulations.
3. This Agreement shall be inoperative as to such portions of the Information that (i) is or becomes generally available and known to the public other than as a result of a disclosure directly or indirectly by any Recipient in violation of this Agreement, (ii) becomes lawfully available to Receiving Party on a non-confidential basis from a source other than Owner or one of its agents or representatives; provided, however, that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Owner or any other party with respect to any portion of the Information or (iii) was lawfully known to Receiving Party on a non-confidential basis prior to their disclosure to Receiving Party by Owner.
4. Receiving Party understands and acknowledges that neither Owner nor any of its affiliates, subsidiaries, agents or representatives makes any representations or warranties, express or implied, as to the accuracy or completeness of the Information. Receiving Party agrees that neither Owner nor any of its affiliates, subsidiaries, agents or representatives shall have any liability to Recipient relating to or arising in any manner from the use of the Information by any Recipient.
5. No contract or agreement related to the Transaction shall be deemed to exist unless and until a definitive written agreement has been executed and delivered by all parties necessary thereto, and Receiving Party hereby waives, in advance, any claims (including for breach of contract) in connection with any Transaction unless and until a definitive written agreement has been executed and delivered by all parties necessary thereto. Except as otherwise expressly provided herein, unless and until a definitive written agreement has been executed and delivered, neither Owner nor Receiving Party has or shall have any legal obligation of any kind whatsoever with respect to the other party or the Transaction (including by virtues of this Agreement).
6. In the event that Receiving Party or anyone to whom Receiving Party transmits the Information pursuant to this Agreement becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of the Information, prior to

such disclosure, Receiving Party will provide Owner with prompt written notice of the existence, terms and circumstances surrounding such a request so that Owner may seek (with Receiving Party's cooperation, if so requested by Owner) an appropriate protective order to stop such disclosure and/or waive Receiving Party's compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Owner waives compliance with the provisions of this Agreement, Receiving Party will furnish only that portion of the Information which Receiving Party is advised by counsel is legally required, and will cooperate with Owner in Owner's efforts to obtain reliable assurance that confidential treatment will be afforded to the Information.

7. Receiving Party agrees that Owner shall be entitled to seek equitable relief, including an injunction and specific performance, in the event of any breach or threatened breach of any provision of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach or threatened breach of the terms of this Agreement by any Recipient but shall be in addition to all other remedies available to Owner at law or in equity.

8. You agree not to communicate and to prevent any Recipients from communicating with the mortgage lender of the Property, the manager of the Property, any tenant, contractor, managing agent or creditor relative to owner or the Property, or any of their respective officers, directors or agents, without, in each case, the prior written consent of Owner.

9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any principles of conflicts of law. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, OR RELATED TO, THIS AGREEMENT.

10. If it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that any term or provision of this Agreement is invalid or unenforceable, (i) the remaining terms and provision hereof shall be unimpaired and shall remain in full force and effect and (ii) the invalid or unenforceable provision or term shall automatically be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

11. For the convenience of the parties any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same Agreement.

12. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

13. This Agreement shall terminate upon the earlier of (a) one (1) year from the date hereof and (b) the closing of the Transaction.

Confirmed and Agreed as of the date written above:

\_\_\_\_\_

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

Name:

Title: