

## CONFIDENTIALITY AND CONDITIONS OF OFFERING AGREEMENT

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Property: 885 Paragon Way  
Location: 885 Paragon Way, Rock Hill, SC 29730

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Upon execution of this "Agreement", please remit entire agreement as a scanned image via email to:  
**Ally Lanahan - ally.lanahan@foundrycommercial.com**

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### 1. General Terms

Foundry Commercial, LLC ("Foundry") represents Owner as Owner's exclusive agent or broker for the potential sale of the Property. This Confidentiality and Conditions of Offering Agreement (the "Agreement") will confirm the mutual understandings of Potential Purchaser, Foundry, and Owner in connection with the disclosure and review of any and all information regarding the Owner or the Property that is provided to Potential Purchaser or any Related Party (as defined below) by Owner, Foundry or any representative of Owner or Foundry, including, but not limited to, any offering memorandum, documents, data, financial statements, reports, forecasts, projections, surveys, diagrams, records, engineering reports, and other documents, electronic transmittals or conversations concerning the Property or the Owner (the "Offering Materials"). Owner and/or Foundry may make the Offering Materials available in written, electronic, or verbal form to the Potential Purchaser following Foundry's receipt of this Agreement, duly executed by Potential Purchaser. The Offering Materials shall not include information that (i) is or becomes generally available to the public, (ii) was in the possession of the undersigned or any Related Party prior to the date of the Agreement (and is not subject to any pre-existing confidentiality agreement in favor of Owner, any affiliate thereof, and/or Foundry), (iii) was obtained by the undersigned or any Related Party from a third party who, to the knowledge of the undersigned and the Related Parties, is not subject to any confidentiality agreement regarding such information, or (iv) is independently developed by the undersigned or any Related Party without reliance on the Offering Materials. The terms of the Agreement follow.

### 2. Ownership, Use, and Return of Offering Materials

The Offering Materials shall continue to be the property of the Owner and Foundry. The Offering Materials will be used by the Potential Purchaser solely for the purpose of evaluating the possible acquisition of the Property and not for any purpose unrelated to the possible acquisition of the Property. The Offering Materials may not be copied or duplicated without the Owner's and Foundry's prior written consent, and must be returned to Foundry (or with Foundry permission, destroyed by Potential Purchaser and any Related Party, and in such instance Potential Purchaser shall certify in writing to Foundry and Owner that such information has been so destroyed) immediately upon request or when the Potential Purchaser declines to make an offer for the Property.

### 3. Confidentiality and Disclosure of Offering Materials by Potential Purchaser

Potential Purchaser acknowledges on behalf of itself and any and all Related Parties that the Offering Materials are considered confidential and proprietary information of Owner and/or Foundry, and Potential Purchaser will not make (or cause or permit any Related Party to make) any Offering Materials available, or disclose any of the contents thereof, to any person without Foundry's prior written consent;

provided, however, that the Offering Materials may be disclosed to the Potential Purchaser's Representative (if any), the Potential Purchaser's partners, employees, legal counsel, advisors, broker (if applicable), lenders and other capital sources (collectively the "Related Parties") as reasonably required for an evaluation of the Property. Such Related Parties shall be informed by Potential Purchaser of the confidential nature of the Offering Materials and the terms of this Agreement and shall be directed by Potential Purchaser to keep the Offering Materials and related information strictly confidential in accordance with this Agreement and to otherwise abide by the terms of this Agreement as if such party was the Potential Purchaser hereunder. In the event any Related Party shall take or omit to take any action which if taken or omitted to be taken by Potential Purchaser would constitute a breach of or a default under the terms hereof, such act or omission by such Related Party shall be deemed to be a breach of the terms hereof by Potential Purchaser, for which Potential Purchaser shall be responsible.

**4. Potential Purchaser as Principal and Outside Brokers or Agents**

Potential Purchaser is a principal and not an agent of or acting on behalf of any other party in connection with the purchase of the Property. Foundry is able to cooperate with brokers licensed in the State of South Carolina that are representing Potential Purchaser as long as they are acknowledged as representing Potential Purchase by co-signing this agreement below under "Potential Broker". Any fees owed to outside brokers will be agreed upon by a separate commission agreement with Foundry and Owner. If no outside broker co-signs this agreement, then Potential Purchaser acknowledges that it is not represented by a broker and has not had any discussion regarding the Property with any broker or agent, other than Foundry.

**5. No Representations as to Offering Materials or Condition of Property**

Potential Purchaser understands and acknowledges that neither Owner, Foundry nor any Owner/Foundry Related Party makes any representation or warranty as to the accuracy or completeness of the Offering Materials or the condition of the Property in any manner. The Potential Purchaser further understands and acknowledges that the information used in the preparation of the Offering Materials was furnished by Owner and has not been independently verified by Foundry and is not guaranteed as to completeness or accuracy. Potential Purchaser agrees that neither Owner, Foundry, nor any Owner/Foundry Related Party shall have any liability for any reason to the Potential Purchaser or any of its representatives or Related Parties resulting from the use of the Offering Materials by any person in connection with the sale of, or other investments by Potential Purchaser in the Property whether or not consummated for any reason. Neither Owner, Foundry nor any Owner/Foundry Related Party is under any obligation to notify or provide any further information to Potential Purchaser or any Related Party if either Owner or Foundry becomes aware of any inaccuracy, incompleteness or change in the Offering Materials. The undersigned acknowledges that neither Owner, Foundry nor any Owner/Foundry Related Party, has made any representation or warranty as to the accuracy or completeness of the Offering Materials, or the suitability of the information contained therein for any purpose whatever, and any representation or warranty in connection therewith is hereby expressly excluded. The Offering Materials provided to the undersigned are subject to, among other things, correction of errors and omissions, additions or deletion of terms, and withdrawal upon notice. The undersigned agrees that neither Owner, Foundry, nor any Owner/Foundry Related Party shall have any liability to Potential Purchaser and/or any Related Party resulting from the delivery to or use by the undersigned of the Offering Materials or otherwise with respect thereto. Potential

Purchaser and Related Parties shall rely on only their own due diligence and investigation of the Property, including but not limited to any financial, title, environmental, physical, tenant or any other matters.

**6. Withdrawal of Property from Market or Termination of Discussions**

Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal of the Property from the market at any time or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever.

**7. Term of Agreement**

The terms and conditions of this Agreement shall remain in full force and effect for a period of one year from the date hereof.

**8. Remedies**

In the event that Potential Purchaser and/or any Related Party fails to comply with the terms and conditions of this Agreement, Potential Purchaser and such Related Party may be liable to Owner and/or Foundry for such breach, Owner and/or Foundry shall be entitled to exercise any right, power, or remedy available at law or in equity for such breach. Without prejudice to any other rights or remedies that Owner and/or Foundry may have with respect to any breach by Potential Purchaser and/or any Related Party, Potential Purchaser on behalf of its and any Related Party, hereby acknowledges and agrees that (a) damages would not be an adequate remedy for any breach of the terms of this Agreement by Potential Purchaser and/or any Related Party, (b) it is not aware of and will not seek to advance any reason why Owner and/or Foundry should not be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the terms of this Agreement by Potential Purchaser and/or any Related Party and (c) no proof of special damages shall be necessary for the enforcement of the terms of this Agreement.

**9. Access to Property**

Potential Purchaser agrees to not seek to gain access to any non-public areas of the Property or communicate with Owner's employees at the Property without the prior consent of Owner or Foundry, which consent may be withheld in the Owner's sole discretion.

**10. Entire Agreement, Waiver or Modification**

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by the parties subsequent to the date of this Agreement. The parties have not made any other agreement or representation with respect to such matter.

Accepted and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**POTENTIAL PURCHASER:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

**POTENTIAL BROKER (IF APPLICABLE):**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email