

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is dated as of _____, 2024 (the “Effective Date”) and is made by [_____] a [_____] (together with any of its affiliates, collectively, “Reviewer”) for the benefit of RMR OPF Richmond LLC, a Delaware limited liability company (together with any of its affiliates, collectively, “Owner”), in connection with the possible purchase of certain land and improvements located at 9954 Mayland Drive, Richmond, VA 23233 (the “Property”).

WHEREAS, Reviewer has requested that Owner provide Reviewer with certain information related to the Property so that Reviewer may evaluate the merits of a possible purchase of the Property, and Owner is willing to provide Reviewer with such information for such purposes, provided that, as a condition precedent to Owner providing such information, Reviewer enters into and agrees to be bound by the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Reviewer hereby agrees as follows:

1. “**Information**” shall include all documents, information or other data relating to the Property of any kind or nature whatsoever, in whatever form or medium, whether written, verbal or electronic, including, without limitation, the content of internet web pages and other forms of electronically transmitted or furnished data, furnished or otherwise made available to Reviewer, or its officers, directors, partners, investors, employees, agents, advisors, lenders, counsel or representatives (collectively “Representatives”), as well as all memoranda, notes, analyses, reports, compilations, studies or other work product prepared by or for Reviewer (in whatever form of medium) that contain, or are derived from, any such documents or information relating to the Property.
2. Reviewer acknowledges and agrees that it shall have only a non-exclusive, temporary and revocable license to review the Information solely for the limited purpose of evaluating the merits of a possible purchase of the Property for its own account and not for any other purpose whatsoever. Reviewer further acknowledges and agrees that neither it nor its Representatives will disclose, share or disseminate any Information or otherwise use any Information for any purposes except as specifically herein set forth; provided, however, that Reviewer may disclose Information (a) to the Representatives of Reviewer who (i) have a need to review the Information for the purpose of evaluating a potential purchase of the Property by Reviewer, (ii) have been informed in writing of the confidential nature of the Information, and (iii) have agreed to abide by the terms of this Agreement, or (b) as required by law. In the event that Reviewer desires to disclose Information under the circumstances contemplated by clause (b), Reviewer will (x) provide Owner with prompt notice thereof prior to making any such disclosure, (y) consult with Owner on the advisability of taking steps to resist or narrow such disclosure, and (z) cooperate with Owner (at Owner’s expense) in any attempt that Owner may make to obtain an order or other reliable assurance that limits such disclosure and/or

provides that confidential treatment will be accorded to the Information. Reviewer shall be fully responsible for any disclosure of the Information by Reviewer or any Representative of Reviewer (with any action of any Representative of Reviewer being deemed an action of Reviewer for purposes of this Agreement) in violation of this Agreement.

3. Neither Reviewer nor its Representatives will communicate with any tenant, vendor, governmental body or any other third party at or regarding the Property under any circumstances whatsoever without the prior written consent of Owner.
4. Reviewer agrees that neither it nor its Representatives has any proprietary interest whatsoever in the Information and that all Information and all copies thereof, as well as analyses, compilations, studies or other documents prepared by or for Reviewer, will be returned or delivered to Owner within three (3) business days following Owner's request for the same. If any such Information cannot, by its nature, be returned to Owner, Reviewer and its Representatives will delete or destroy such Information. Under no circumstances whatsoever shall Reviewer or its Representatives retain any Information or any other work product based thereon for more than three (3) business days following Owner's request that it be returned.
5. Reviewer acknowledges and agrees that neither Owner nor any other person has made or is authorized to make any representations or warranties, express or implied, whatsoever, including, without limitation, any representations as to the accuracy or completeness of any Information provided hereunder, and neither Owner nor any other person shall have any liability relating to the Information or for any errors therein or omissions therefrom. Reviewer further agrees that it is not entitled to rely on the accuracy or completeness of the Information and that it will not make any claim against Owner or any other person based on or relating to the Information, and Reviewer hereby waives any right to make any such claim which it has or might in the future have against Owner or any other person with respect to any Information.
6. Reviewer acknowledges that significant portions of the Information are proprietary in nature and that Owner may suffer significant and irreparable harm in the event of any breach of the terms of this Agreement. Without affecting any other rights or remedies that Owner may have, Reviewer acknowledges and agrees that (a) Owner shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any breach, threatened breach or anticipatory breach of the provisions of this Agreement by Reviewer or its Representatives, and (b) Reviewer shall indemnify, defend, and hold harmless Owner from and against any loss, claim or damage (including, without limitation, reasonable attorney's fees) suffered by Owner in connection with any breach of this Agreement by Reviewer or any Representative or Owner's enforcement of its rights and remedies under this Agreement.
7. Notwithstanding anything to the contrary contained in this Agreement, Reviewer understands that Owner expressly reserves the right, in its sole and absolute discretion, to (a) require Reviewer and its Representatives to return the Information as well as analyses, compilations, studies or other documents prepared by or for Reviewer, and (b) reject any

and all expressions of interest to purchase the Property. Unless and until Owner negotiates, executes and delivers a definitive written purchase and sale agreement with respect to the Property on terms and conditions acceptable to Owner in Owner's sole and absolute discretion with Reviewer, there shall be no obligation whatsoever on the part of Owner (and no rights of Reviewer) with respect to a purchase, sale or other transaction for the Property.

8. **THIS AGREEMENT SHALL TERMINATE ON THE SECOND (2nd) ANNIVERSARY OF THE EFFECTIVE DATE.**
9. Neither Reviewer nor its Representatives will make any press release or other similar public statement announcing Owner's, Broker's (as hereinafter defined) or Reviewer's, or any of their respective affiliates', role in any transaction involving the Property, or portion thereof, or in any way related to the Information, without Owner's prior written consent.
10. Under no circumstances will the provision by Owner to Reviewer of any Information obligate Owner for the payment of any commission to any broker or agent. Thalhimer, Inc. d/b/a Cushman & Wakefield | Thalhimer ("Broker") will act as Owner's broker in connection with the purchase, sale or other transaction for the Property, or portion thereof, subject to the terms of a separate agreement between Owner and Broker, and Owner will pay the commission, if any, owed to Broker pursuant to such separate agreement. Any commission owed to any other broker, finder or agent dealing with Reviewer or any of its Representatives in connection with any purchase, sale or other transaction for the Property, or portion thereof, will be paid by Reviewer.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Reviewer has executed this Agreement as an instrument under seal as of the date first above written.

REVIEWER:

By: _____

Name: _____

Its: _____

Hereunto duly authorized

AGENCY DISCLOSURE

Virginia law and regulations require real estate agents to disclose their agency relationships to all prospective customers and clients. In addition to meeting that requirement, this disclosure is intended to inform customers about agency relationships and the duties of real estate agents, brokers and firms. For convenience, Thalhimer and all other real estate agents, brokers and firms are hereinafter collectively referred to as "*licensees*" since they are all required to be licensed by the Virginia Real Estate Board.

AGENCY is the relationship formed when one person works for or represents another person by express authority. People whom licensees represent are called "*clients*". People who receive services from licensees without being represented by the licensees are called "*customers*". A licensee does not necessarily represent the person who pays him or her. As a result, a licensee can represent the buyer, but be paid by the seller, or vice versa. Although agency relationships can be formed without a written agreement, you should not assume that any person represents you unless you have a written agreement with such person. The agreement between the licensee and the client creates a *brokerage relationship*.

CLIENT STATUS. As a client, you enter into an agreement with a licensee for that licensee to represent you. This agreement may be called a "listing," a "management agreement," a "buyer broker agreement," or an "agency agreement," depending on whether you are a seller, landlord, buyer, or tenant. You are then the licensee's *client*. If the agreement is an exclusive agreement, you are required to work through that licensee. A licensee will generally be entitled to a commission if you buy, sell, or lease (as applicable) property, even if you do not use the services of the licensee. A licensee is required to provide you certain assistance, such as to fulfill contractual obligations, facilitate settlement or finalize a lease, and to disclose any material information related to the property or the transaction of which the licensee has actual knowledge. The licensee is also *required not to disclose* to other parties any personal or financial information about you or any other information you ask to be kept confidential.

CUSTOMER STATUS. As a customer, you do not sign an agreement with a licensee (although the licensee is still required to obtain this Agency Disclosure form executed by you). You are then the licensee's *customer*. The licensee may represent the other party in the transaction, who will be the licensee's *client*. You are not legally required to work through a licensee, and the licensee will only be entitled to a commission if you buy, sell or lease (as applicable) property through the licensee. A licensee can give you general advice and is required to treat you honestly and disclose material adverse facts known to the licensee regarding the physical condition of the property, but the licensee generally cannot give advice regarding price or assistance in negotiating favorable terms. The licensee is *required to disclose* to its client any information which it knows about you which might be helpful to the client. If you will be a customer, you should be aware that there may be other relevant information concerning the transaction which may be obtained from other sources.

ADDITIONAL DUTIES OF LICENSEES. In addition to the duties that are described above and any duties included in the agreement between the licensee and the client, a licensee has certain duties under Virginia law and the regulations of the Virginia Real Estate Board. A licensee must promote the interests of its client by seeking a buyer or tenant or an appropriate property for its clients, although a licensee is not required to continue these efforts after a contract has been signed, and by timely presenting all written offers and counter-offers. A licensee must account to its client for all money and property which the licensee receives in which the client has an interest. Before a licensee enters into a brokerage relationship, the licensee must advise the prospective client of the type of relationship which is proposed, the licensee's compensation and whether the licensee will share that compensation with a licensee who represents another party to the transaction. A licensee owes its clients a duty of ordinary care.

"Thalhimer" is a registered trade name for Morton G. Thalhimer, Inc., a Virginia corporation, which is a duly licensed real estate brokerage and services firm and an independently owned and operated business.

This is not an agreement, but only a disclosure form.

DISCLOSURE OF BROKERAGE RELATIONSHIP

I acknowledge that Thalhimer and **Eric Robison** (Name of Salesperson) have disclosed to me that they represent the following party in this real estate transaction: **Seller**

The commission for the transaction contemplated between the undersigned will be paid by: **Seller**

Property: **DEEP RUN 3**

Date

Printed Name

Signature

Company