

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of _____, 2014, between Records LLC, of 7707 Records Street, Indianapolis, Indiana 46226, and _____, of _____, _____, Indiana _____.

In this Agreement, the party who owns the Confidential Information will be referred to as "Records LLC", and the party to whom the Confidential Information will be disclosed will be referred to as "Prospective Buyer".

Records LLC is engaged in Real Estate Investment , and Prospective Buyer are engaged in Commercial Real Estate Investment . This confidentiality agreement will allow Prospective Buyer to perform basic review of an investment offering. The Owner has requested and the Prospective Buyer agrees that the Prospective Buyer will protect the confidential material and information which may be disclosed between the Owner and the Prospective Buyer.

Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to Records LLC, whether or not owned or developed by Records LLC, which is not generally known other than by Records LLC, and which Prospective Buyer may obtain through any direct or indirect contact with Records LLC.

A. Confidential Information includes without limitation:

- business records and plans
 - SAIC Lease
 - Roberts Glass Lease
 - Limited Phase II Environmental Site Assessment 7/19/2013
 - Limited Phase II Environmental Site Assessment 8/30/2013
- and other proprietary information.

B. Confidential Information does not include:

- matters of public knowledge that result from disclosure by Records LLC
- information rightfully received by Prospective Buyer from a third party without a duty of confidentiality
- information independently developed by Prospective Buyer
- information disclosed by operation of law
- information disclosed by Prospective Buyer with the prior written consent of Records LLC

and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. _____

Prospective Buyer understands and acknowledges that the Confidential Information has been developed or obtained by Records LLC by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Records LLC which provides Records LLC

with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Prospective Buyer agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of Records LLC. In addition, Prospective Buyer agrees that:

i. No Copying/Modifying. Prospective Buyer will not copy or modify any Confidential Information without the prior written consent of Records LLC.

ii. Application to Employees. Further, Prospective Buyer shall not disclose any Confidential Information to any employees of SAIC or Roberts Glass, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Records LLC.

iii. Unauthorized Disclosure of Information. If it appears that Prospective Buyer has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Records LLC shall be entitled to an injunction to restrain Prospective Buyer from disclosing, in whole or in part, the Confidential Information. Records LLC shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

IV. NO WARRANTY. Prospective Buyer acknowledges and agrees that the Confidential Information is provided on an AS IS basis. Records LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Records LLC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Records LLC does not represent or warrant that any product or business plans disclosed to Prospective Buyer will be marketed or carried out as disclosed, or at all. Any actions taken by Prospective Buyer in response to the disclosure of the Confidential Information shall be solely at the risk of Prospective Buyer.

V. LIMITED LICENSE TO USE. Prospective Buyer shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Prospective Buyer acknowledges that, as between Records LLC and Prospective Buyer, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Records LLC, even if suggestions, comments, and/or ideas made by Prospective Buyer are incorporated into the Confidential Information or related

materials during the period of this Agreement.

VI. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Indiana. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Recipient: _____

Prospective Buyer