

Confidentiality Agreement for:

- 1711 West County Road B, Roseville, MN 55113

Please email completed form to:

pkyle@wellingtonmgt.com

_____ (the “**Prospective Purchaser**”) understands that Wellington Management, Inc., (“**Agent**”), as agent for, Rosewood Office Plaza, LLC (collectively, the “**Seller**”), has available for review, certain confidential and proprietary information provided by Agent and concerning the Property, 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 Seller (collectively, the “**Evaluation Materials**”). Prospective Purchaser further understands that Agent is prepared to furnish the Evaluation Materials to Prospective Purchaser in connection with discussions and negotiations concerning the possible sale of the Property only on the condition that Prospective Purchaser agrees to treat the Evaluation Materials confidentially, as hereinafter provided.

Therefore, in consideration of Agent furnishing the Evaluation Materials to Prospective Purchaser, Prospective Purchaser hereby represents and agrees as follows:

1. The Evaluation Materials furnished will not be used for any purpose other than to evaluate a possible purchase of the Property. Prospective Purchaser is acting as a principal investor and shall keep all Evaluation Materials (other than information which is a matter of public knowledge or is provided by other sources readily available to the public) strictly confidential; provided, however, that any of the Evaluation Materials may be disclosed to Prospective Purchaser’s legal counsel, accounting firm, architects, engineers, lenders, environmental consultants, appraisers and investors (“**Permitted Parties**”). Prospective Purchaser shall disclose all such Permitted Parties (other than employees) to Seller in writing prior to any oral or written disclosure or distribution of any of the Evaluation Materials to such Permitted Parties. Such Permitted Parties shall be informed by Prospective Purchaser to treat such information with strict confidence. Prospective Purchaser shall require such Permitted Parties to enter into a Confidentiality Agreement with Prospective Purchaser prior to any oral or written disclosure or distribution of any of the Evaluation Materials to such Permitted Parties, the provisions of which agreement shall be substantially the same as the provisions of this Agreement and for the express benefit of Seller and Agent.

2. Prospective Purchaser shall not (and shall direct the Permitted Parties not to) disclose to any person that discussions or negotiations are taking place concerning a possible purchase of the Property, any of the terms, conditions or other facts with respect to any such possible purchase, or the status thereof, without the prior written consent of Agent. The term “person” as used in this agreement shall be interpreted broadly and shall include, without limitation, any corporation, company, partnership, or individual other than the Permitted Parties.

3. Prospective Purchaser shall promptly upon request of Agent, return all Evaluation Materials furnished to Prospective Purchaser, whether furnished before or after the date of this letter, without retaining copies thereof.

4. Prospective Purchaser acknowledges that neither Seller, or Agent, nor any other person has made any representation or warranty as to the accuracy or completeness of the Evaluation Materials, or the suitability of the information contained therein for any purpose whatsoever, and any representation or warranty in connection therewith is hereby expressly excluded. The Evaluation Materials provided to us are subject to, among other things, correction of errors and omission, addition or deletion of terms, change of price or terms, withdrawal from market without notice, and prior sale. Neither Prospective Purchaser nor any Permitted parties shall hold Seller, Agent, or any other persons acting on behalf of Seller or Agent, liable in regard to the use by Prospective Purchaser or any Permitted Parties of the Evaluation Materials or otherwise with respect thereto, and Prospective Purchaser agrees to defend, indemnify and hold Seller and Agent harmless from and against all loss, damage or expense sustained or induced by Seller or Agent by reason of any unauthorized distribution or disclosure of the Evaluation Materials by Purchaser or any of the Permitted Parties.

5. Further, Agent, the Seller, affiliates of the Seller, and their employees disclaim any and all liability for representations and warranties, expressed and implied, contained herein or for omissions from the Evaluation Materials or any other written or oral communication transmitted or made available to the recipient. The Evaluation Materials not constitute a representation that there has been no change in the business or affairs of the Property since the date of preparation of the Evaluation Materials. Analysis and verification of the information contained in the Evaluation Materials is solely the responsibility of the Prospective Purchaser.



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6. Prospective Purchasers are advised that the Seller is willing to sell the Property only on an "as is" basis. Without otherwise limiting the foregoing, the Seller will make no representation or warranty as to (i) the physical condition of the Property, (ii) the compliance or non-compliance of the Property with laws, codes, or ordinances, (iii) the presence or absence of hazardous materials in, under or on the Property, (iv) income, operating costs or leasing projections for the Property, (v) the condition of any personal property included in the sale, or (vi) the fitness of any portions to the Property for a particular purpose.

7. Additional information and an opportunity to inspect the Property will be made available upon written request to interested and qualified Prospective Purchasers. Prospective Purchasers agree not to seek to gain access to any non-public areas of the Property or communicate with Property's management employees, the holder of any financing encumbering the Property, the Property's tenants, and the Seller's partners in the ownership of the Property, without the prior consent of Seller or Agent, which consent may be withheld in the sole discretion of the Seller.

8. In the event that Prospective Purchaser and/or any Permitted Parties fail to comply with the terms and conditions of this Agreement, Prospective Purchaser and such Permitted Parties may be liable to Seller and/or Agent for such breach, Seller and/or Agent 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 Seller and/or Agent may have with respect to any breach by Prospective Purchaser and/or any Permitted Parties, Prospective Purchaser on behalf of its and any Permitted Parties, hereby acknowledges and agrees that: (a) damages would not be an adequate remedy for any breach of the terms of this Agreement by Prospective Purchaser and/or any Permitted Parties, (b) it is not aware of and will not seek to advance any reason why Seller and/or Agent should not be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach.

9. Prospective Purchaser understands that Agent is representing the Seller in the sale of the Property. If Prospective Purchaser desires to have representation, Prospective Purchaser will compensate their representative. In no event shall Seller or Agent be liable for any compensation to Prospective Purchaser's representatives.

10. This agreement may be executed and delivered by a party by facsimile transmission, which transmission copy shall be considered an original, and shall be binding and forcible against such party.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

12. The term of this Agreement shall be for a period of **one-hundred eighty (180)** days commencing as of the date of this Agreement.

AGREED AND ACCEPTED

PROSPECTIVE PURCHASER:

Company: _____
Address: _____

By: _____
Title: _____
Telephone #: _____
Email Address: _____

Print Name _____
Date: _____
Fax #: _____