

Attn: Brett J. Chetek
Email to: brett.chetek@marcusmillichap.com

Advance Auto

CONFIDENTIALITY AGREEMENT AND AGENCY DISCLOSURE For Signature by Prospective Purchaser

RE: Advance Auto
6395 Hiram Douglasville Hwy
Powder Springs, GA 30127
("The Property")

This will serve to confirm our agreement concerning certain material, data and information (the "Underwriting Package") which Marcus & Millichap Real Estate Investment Services, Inc. ("Listing Agent") may make available to Prospective Purchaser for study in connection with a possible purchase by Prospective Purchaser of the Property.

Listing Agent or Owner is prepared to furnish Prospective Purchaser with the Underwriting Materials in connection with discussions and negotiations concerning a possible transaction involving the Property only on the condition that Prospective Purchaser treat Underwriting Materials confidentially and confirm certain representations to Listing Agent. Therefore, as a prerequisite to Listing Agent's furnishing to Prospective Purchaser the Underwriting Materials, Prospective Purchaser hereby represents and agrees to the following:

1. The Underwriting Materials furnished to Prospective Purchaser will be used by Prospective Purchaser solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as broker or agent for any other person. Therefore, Prospective Purchaser agrees to keep the Underwriting Materials strictly confidential; provided however that any such Underwriting Materials may be disclosed to Prospective Purchaser's directors, officers or employees, as well as its counsel, accounting firms and financial institutions who need to know such information for the purpose of assisting with Prospective Purchaser's possible purchase of the Property. Such directors, officers, lawyers, financial institutions and accountants shall be informed by Prospective Purchaser of the confidential nature of such information and shall be directed by Prospective Purchaser to hold such information in strict confidence and otherwise comply with the terms of this agreement. Prospective Purchaser shall be responsible for breach of this Agreement of such persons. Prospective Purchaser agrees not to copy or duplicate the Underwriting Materials and to return the Underwriting Materials to Listing Agent promptly if Prospective Purchaser decides to discontinue discussions, or if requested by Listing Agent or Owner.
2. Although Listing Agent has endeavored to include in the Underwriting Materials information which Listing Agent believes to be relevant for the purpose of helping Prospective Purchaser in Prospective Purchaser's evaluation of the Property for possible purchase, Prospective Purchaser understands and acknowledges that neither the Seller of the Property nor Listing Agent make any representation or warranty to Prospective Purchaser as to the accuracy or completeness of the Underwriting Materials. Prospective Purchaser agrees that Seller and Listing Agent shall not have any liability to Prospective Purchaser as a result of the use of the Underwriting Materials and it is understood that Prospective Purchaser is expected to perform and be responsible for such due diligence, investigations and inspections of the Property, including investigation of any environmental conditions, such as ADA (Americans with Disabilities Act), hazardous waste and flood zone as it deems necessary or desirable and as permitted by agreement with the Owner of the Property.
3. Prospective Purchaser is advised that Marcus & Millichap Real Estate Investment Services, Inc. is acting on behalf of Owner as exclusive agent in connection with the investment in this Property. Should the Prospective Purchaser elect to have representation by a Co-broker, Prospective Purchaser hereby agrees that any fees earned by or owed to Co-broker in connection with this transaction will be paid by the undersigned Prospective Purchaser. If Co-broker executes this agreement on behalf of its client, Co-broker agrees that Co-broker's fee will be paid by its client not Marcus & Millichap. Prospective Purchaser agrees to indemnify and hold harmless Marcus & Millichap Real Estate Investment Services, Inc, Owner, their respective affiliates, successors and assigns, employees, officers and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by Co-broker, finder or similar agent for commissions, fees or other compensation for bringing about any investment in the Property by Prospective Purchaser.
4. Prospective Purchaser hereby acknowledges that Prospective Purchaser has been informed, both orally and by this written disclosure, that:
 - A. Listing Agents, Brett J. Chetek, Alex R. Perez, and Chris Garavaglia of Marcus & Millichap Real Estate Investment Services, Inc. are acting as Agents of the Seller of the Property, and
 - B. Any information given by Prospective Purchaser to Listing Agent may be disclosed to the Seller.

5. While Owner and/or Listing Agent may discuss the purchase and sale of the Property with Prospective Purchaser, either Owner or Listing Agent, in our sole and absolute discretion, may terminate discussions at any time and for any reason. Recipient acknowledges Owner has no obligation to discuss or agree to the sale of any of the Property. The discussions may be lengthy and complex, notwithstanding that we may reach one or more oral understandings or agreements on one or more issues we are discussing, neither of us shall be bound by any oral agreement of any kind and no rights, claims, obligations or liabilities of any kind, either express or implied, shall arise or exist in favor of or be binding upon either Owner or Listing Agent except to the extent expressly set out in a written agreement signed by both Owner and Listing Agent.

THE OWNER EXPRESSLY RESERVES THE RIGHT AT ITS SOLE DISCRETION TO REJECT ANY OR ALL PROPOSALS OR EXPRESSIONS OF INTEREST IN THE PROPERTY AND TO TERMINATE DISCUSSIONS WITH ANY PARTY AT ANY TIME WITH OR WITHOUT NOTICE.

6. Prospective Purchaser agrees not to contact the tenants, leasing brokers or Property management staff of the Property in connection with recipient's review of the Confidential Information.
7. THIS CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS REPRESENTATION OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF PREPARATION OF THIS MEMORANDUM.
8. This Agreement is for the benefit of Owner and may be enforced by Owner.
9. Prospective Purchaser acknowledges that in the event Prospective Purchaser breaches any provision of this Agreement, or threatens or attempts to do so, Owner would be irreparably harmed. Accordingly, you agree in advance to the granting of injunctive or other equitable relief in favor of Owner without proof of actual damages, in addition to other remedies available at law or in equity.

If you do not wish to pursue negotiations leading to this acquisition, or if in the future you discontinue such negotiations, you agree to return all confidential information to Listing Agent. Otherwise, please execute below and return via facsimile to Brett J. Chetek, (314) 787-4315 or email at Brett.Chetek@marcusmillichap.com at your earliest convenience.

ACCEPTED AND AGREED BY PROSPECTIVE PURCHASER:

By: _____

Print Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

Email: _____