



CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

Featherstone Partners
1321 Laskin Road, Suite 202
Virginia Beach, Virginia 23451

Please be advised that Featherstone Partners LLC is acting as the sponsor (“Sponsor”) for the acquisition of the above listed property (“Property”). Sponsor has made available for review certain information concerning the Property and the associated investment offering (“Offering”) which includes documents and other materials (collectively “Informational Materials”). Please be advised that the Sponsor will make such Informational Materials available to the potential investor (“Potential Investor”) with regard to the contemplated purchase of investment units (“Investment Units”) in the Offering once the Potential Investor has executed this letter (“Letter of Confidentiality”) and thereby agrees to be bound by its terms. We are prepared to provide the Informational Materials for the Potential Investor’s consideration in connection with the possible purchase of Investment Units by the Potential Investor, subject to the conditions set forth below:

1. All Informational Materials relating to the Offering which may be furnished to the Potential Investor by the Sponsor shall continue to be property of the Sponsor. The Informational Materials will be used by the Potential Investor solely for the purpose of evaluating the possible purchase of Investment Units in the Offering and not for any purpose not related to the possible purchase of Investment Units in the Offering and may not be copied or duplicated without the Sponsor’s consent and must be returned to the Sponsor and/or copies destroyed within three (3) business days of Sponsor’s request or when the Potential Investor declines to participate in the Offering or terminates discussions with respect to the Offering.
2. The Potential Investor will not make any Informational Materials available, or disclose and of the contents hereof, to any person, unless such person has been identified to the Sponsor in writing and the Sponsor has approved the furnishing of the Informational Materials or such disclosure to such person, and such person has entered into an agreement with the Sponsor, the provisions of which agreement shall be substantially the same as the provisions of this Letter of Confidentiality, provided however, that the Informational Materials and this Letter of Confidentiality may be disclosed to the Potential Investor’s partners, legal counsel, and consulting parties (“Related Parties”) who, in the Potential Investor’s best reasonable judgment, need to know such information for the purpose of evaluating the potential purchase of Investment Units in the Offering by the Potential Investor. Such Related Parties shall be informed by the Potential Investor of the confidential nature of the Informational Materials and shall be directed in writing by the Potential Investor to keep all of the Informational Materials strictly confidential in accordance with this Letter of Confidentiality. The Prospective Investor shall be responsible for any violation of this provision by any Related Party.

3. Although we have endeavored to include in the Informational Materials information which we believe to be relevant to the purpose of your consideration, the Potential Investor understands and acknowledges that the Sponsor does not make any representation or warranty as to the accuracy or completeness of the Informational Materials. The Potential Investor further understands and acknowledges that the information used in the preparation of the Informational Materials was furnished by the Sponsor and has not been independently verified as to completeness or accuracy. The Potential Investor agrees that the Sponsor will not have any liability for any reason to the Potential Investor or any of its representatives or Related Parties resulting from the use of the Informational Materials by any person in connection with the investment by the Potential Investor in the Offering, whether or not consummated for any reason.
4. The Potential Investor acknowledges that the Offering has been offered subject to withdrawal from the acquisition or termination of the Purchase and Sale Agreement related to the acquisition of the Property.
5. For purposes of this Letter of Confidentiality, the term “purchase” or “sale” or “acquisition” of the Property or other similar language in this Letter of Confidentiality shall be deemed to refer to the purchase or sale of all or a portion of the Property or the purchase of an interest in the Property.
6. Potential Investor is advised that payment for Investment Units in the Offering will be executed in a separate agreement.
7. Potential investor, and any Related Parties agree to address any and all property questions and inquiries to the Sponsor, and will not, under any circumstances, circumvent the Sponsor by directly contacting the Seller, Property Manager, Seller’s employees, or any tenants currently residing at any of the above mentioned properties without the written consent of the Sponsor.
8. This Letter of Confidentiality shall remain in effect until one (1) year after the date of Potential Investor’s acceptance of this Letter of Confidentiality.
9. This Letter of Confidentiality 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 Letter of Confidentiality. The parties have not made any other agreement or representation with respect to such matters.

By checking “I Agree With the Terms of the Confidentiality Agreement” on the Featherstone website the Potential Investor confirms their agreement with the terms of this Letter of Confidentiality and is thereby bound by those terms and conditions. Informational Materials will only be distributed to Potential Investors who agree to the terms of this Letter of Confidentiality.