

**SMART-120 BLUEGRASS VALLEY PARKWAY**  
**ALPHARETTA, GA 30005-9901**  
**RETURN VIA FAX or E-MAIL TO:**  
**FAX #: (770) 454-0044**  
[swwright@swwco.com](mailto:swwright@swwco.com)

**EXCLUSIVE OFFERING MATERIALS REQUEST SHEET**  
 SWWCO  
 Stephen W. Wright, CRE, SIOR, CCIM  
 THE STEPHEN W. WRIGHT COMPANY  
 3414 Peachtree Road, NE, Ste 720, Atlanta, GA 30326-1166

Prospective Purchaser Name:	Purchasers Agent Name:
Title:	Title:
Prospective Purchaser Company:	Purchasers Agent Company:
Address, City, ST Zip:	Address, City, ST Zip:
Phone Direct:	Phone Direct:
Phone Main:	Phone Main:
Fax:	Fax:
E-mail:	E-mail:

**PRINCIPAL AND BROKER'S CONFIDENTIALITY AGREEMENT**

This will serve to confirm our agreement concerning certain material, data and information and any information or documents that may be derived there from (the "Offering Materials") which THE STEPHEN W. WRIGHT COMPANY, ("SWWCO") and SMART (the "Owner") may make available to ("Prospective Purchaser") and its agent or any other representative ("Purchasers Agent") for study in connection with a possible purchase by Prospective Purchaser of **120 Bluegrass Valley Parkway, Alpharetta, GA 30005-9901** ("Property").

SWWCO is prepared to furnish Prospective Purchaser and Purchasers Agent ("Purchaser/Agent") with the Offering Materials in connection with discussions and negotiations concerning a possible transaction involving the Property only on the condition that Purchaser/Agent treat such Offering Materials confidentially and confirm certain representations to SWWCO. Therefore, as a prerequisite to SWWCO's furnishing to Purchaser/Agent the Offering Materials (whether before, on or after the date hereof), Purchaser/Agent hereby consent, agree to, accept and intend to be legally bound by, the following restrictions:

1. The Offering Materials furnished to Purchaser/Agent will be used by Purchaser/Agent solely for evaluating a possible transaction exclusively for its own account, as principal in the transaction, and not as broker or agent for any other person. Therefore, Purchaser/Agent agree to keep all Offering Materials strictly confidential; provided, however, that any such Offering Materials may be disclosed to Prospective Purchaser's directors, officers or employees, as well as its counsel, accounting firms and financial institutions ("Representatives") who need to know such information for the purpose of assisting Prospective Purchaser with a 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 treat and hold such information in strict confidence. Prospective Purchaser agrees to be responsible for any breach of this Agreement by any of its Representatives. Purchaser/Agent agree not to disclose that Owner and the Prospective Purchaser may be considering a transaction or have had, are having, or propose to have any discussions with respect thereto. Purchaser/Agent agrees not to copy or duplicate the Offering Materials and to return the Offering Materials to SWWCO if Prospective Purchaser decides to discontinue discussions, or if requested by SWWCO.
2. Although SWWCO has endeavored to include information which SWWCO believes to be relevant for the purpose of helping Prospective Purchaser in Prospective Purchaser's evaluation of the Property for possible purchase, Purchaser/Agent understand and acknowledge that neither the Owner of the Property nor SWWCO make any representation or warranty to Purchaser/Agent with respect to any of the Offering Materials. Prospective Purchaser agrees that Owner and SWWCO shall not have any liability to Purchaser/Agent as a result of Purchaser/Agent use of the Offering Materials, and it is understood that Purchaser/Agent are expected to perform and be responsible for such due diligence investigations and inspections of the Property as they deem necessary or desirable and as permitted by agreement with the Owner of the Property.
3. This Agreement shall be inoperative as to particular portions of the Offering Material if such information (i) becomes generally available to the public other than as a result of a disclosure by Purchaser/Agent or its Representatives in violation of this Agreement, (ii) was available to Purchaser/Agent on a non-confidential basis prior to its disclosure by Prospective Purchaser or its Representatives or Purchasers Agent or (iii) becomes available to Purchaser/Agent on a non-confidential basis prior to its disclosure by Prospective Purchaser and or its Representatives or Purchasers Agent when such source is entitled to make such disclosure.
4. The Purchaser/Agent acknowledge that damages alone may be an inadequate remedy for any breach by it or its representatives, employees, agents or consultants of the terms of this agreement and agrees that, in addition to any other remedies that Owner may have, Owner shall be entitled to injunctive relief in any court of competent jurisdiction against any breach of this Agreement by the Purchaser/Agent.
5. Nothing in this Agreement shall be construed as an agreement or obligation on the part of Owner to sell, or the Prospective Purchaser to purchase, any interest in the Property on any terms.
6. The Owner has exclusively listed the Property with SWWCO, and has agreed to pay SWWCO a commission in accordance with a separate agreement. **Prospective Purchaser hereby agrees that Owner shall have no obligation to pay any commission to Purchasers Agent, or any other agent, firm or any other representative retained by or on behalf of Prospective Purchaser. SWWCO and Prospective Purchaser hereby agree that in the event the purchase of the Property by Prospective Purchaser is consummated, SWWCO will pay to Purchaser's Agent, upon the payment of the commission by Owner to SWWCO at closing, a commission in the amount of one percent (1%) of the purchase price of the Property. Such commission shall only be paid upon the consummation of the sale of the Property to Prospective Purchaser and payment of the commission from Owner to SWWCO. Prospective Purchaser and Purchasers Agent are both required to execute this Confidentiality Agreement prior to receiving evaluation materials.** The undersigned hereby represent and warrant that she/he is authorized to execute and accept the terms and conditions of this Agreement on behalf of Prospective Purchaser and Purchasers Agent, and to bind Prospective Purchaser and Purchasers Agent to the terms hereof.

**ACCEPTED AND AGREED TO**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008

(SIGNATURE) \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_