

CONFIDENTIALITY/REGISTRATION AGREEMENT EXCLUSIVE

This CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by Marcus & Millichap ("Broker") representing the owner of the Property and _____ ("Purchaser"), regarding Schenley Square (Property"). PURCHASER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the property has instructed Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder ("Information") to any other person or entity. All information shall be used for the sole purpose of evaluating the potential acquisition of Property, and it shall not at any time, or in any manner, be used for any other purpose.
2. If Purchaser is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser understands that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
4. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients). Purchaser acknowledges that it is not working with any other broker or agent other than the Broker named below in connection with the Property.
5. Neither Broker nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Purchaser assumes full responsibility for reconfirmation and verification of all information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
6. The Persons signing on behalf of Purchaser and Broker represent that they have the authority to bind the party for whom they sign. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina
7. Purchaser intends to utilize the services of The McClellan MHC Group at Marcus & Millichap Real Estate Investment Services with the understanding that Marcus & Millichap Real Estate Investment Services is exclusively representing the Seller. Furthermore, Purchaser indemnifies Broker and owner against any commission claims by brokers other than stated above.
8. Purchaser shall not contact directly any persons concerning the Property, other than Broker, without Broker's or Owner's written permission. Such persons include, without limitation, Owner's employees, suppliers and tenants.

PURCHASER

Name/Company: _____

Address: _____ City: _____ State: _____ ZIP: _____

Telephone: _____

Email: _____

BY: _____ Date: _____