

Principal Investor Registration, Confidentiality and Non-Disclosure Agreement

EASTSIDE COMMONS RETAIL CENTER-BROOKINGS, SOUTH DAKOTA

The undersigned parties hereunder are Principal Investors, and acting only as such, with a desire to receive an Offering Memorandum (“OM”) for the property named above. Please read, sign, date and return this completed Registration, Confidentiality and Non-Disclosure Agreement to the Contact Person at the bottom of the document.

The OM has been prepared by Broker for use by a limited number of parties and does not purport to provide an accurate summary of the property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information which prospective Buyers may need or desire to complete their due diligence if interested in pursuing the property. All projections have been developed by Broker and designated sources and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of the Seller and therefore are subject to variation. No representation is made by Broker or the Seller as to the accuracy or completeness of the information contained herein, and nothing contained herein shall be relied on as a promise or representation as to the future performance of the property.

Although the information contained herein is believed to be correct, the Seller and its manager disclaim any responsibility for inaccuracies and expect prospective purchasers to exercise independent due diligence in verifying all such information. Further, Broker, the Seller and its manager disclaim any and all liability for representations and warranties, expressed and implied, contained in or omitted from the OM or any other written or oral communication transmitted or made available to the Buyer. The OM does not constitute a representation that there has been no change in the business or affairs of the property or the Owner since the date of preparation of the Offering Memorandum. Analysis and verification of the information contained in the OM are solely the responsibility of the prospective Buyer. Additional information and an opportunity to inspect the property will be made available upon written request to interested and qualified prospective Buyers.

By accepting the Offering Memorandum, you agree to indemnify, defend, protect and hold Seller and Broker and any affiliate of Seller or Broker harmless from and against any and all claims, damages, demands, liabilities, losses, costs or expenses (including reasonable attorney’s fees, collectively “Claims”) arising, directly or indirectly from any actions or omissions of Buyer, its employees, officers, directors or agents.

By accepting the Offering Memorandum, you acknowledge that you are a Principal Investor, and only acting as such, and not an agent of or acting on behalf of any other party in connection with the potential acquisition of this property. Buyer acknowledges that it is aware that any Agent/Broker other than Marcus & Millichap, must be compensated directly by Buyer, unless and until Marcus & Millichap’s South Dakota Broker of Record has explicitly in writing, and prior to a Principal Investor completing this Registration, Confidentiality and Non-Disclosure Agreement has agreed to provide a cooperating fee/commission to an agent/broker representing the Principal Investor. Furthermore, Buyer acknowledges that it has not had any discussion regarding this Property’s Sale with any other broker or agent other than Broker or an agent/broker properly identified through this registration process, including but not limited to, resolutions of incomplete, conflicting or duplicate registrations. Buyer shall indemnify and hold Seller and Broker harmless from and against any claims, causes of action or liabilities, including, without limitation, reasonable attorney’s fees and court costs which may be incurred with respect to any claims for other

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real estate commissions, broker’s fees or finder’s fees in relation to or in connection with the Property to the extent claimed, through or under Seller. The undersigned and their representatives further agree, promise and pledge that neither they nor any principals, officers or agents shall circumvent and further shall not make any contact directly or indirectly or attempt to otherwise deal with any sources being revealed by the Agents.

The Seller and Broker each expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time with or without notice. The Seller shall have no legal commitment or obligations to any entity reviewing the OM or making an offer to purchase the Property unless a written agreement for the purchase of the Property has been fully executed, delivered, and approved by the Seller and its legal counsel, and any conditions to the Seller’s obligation thereunder have been satisfied or waived.

The OM and the contents, except such information which is a matter of public record or is provided in sources available to the public, are of a strictly confidential nature. By accepting the Offering Memorandum, you agree that you will hold and treat it in the strictest confidence, that you will not photocopy, duplicate or forward digital files to other parties and that you will not disclose the OM or any of the contents to any other entity without prior written authorization of the Seller or Broker, and that you will not use the OM or any of the contents in any fashion or manner detrimental to the interest of the Seller or Broker.

The term of this agreement will expire 18 months from acceptance.

NO TOURS OF THE PROPERTY OR CONTACT WITH THE TENANTS OR SELLERS MANAGEMENT FIRM ARE TO BE CONDUCTED WITHOUT THE EXPRESS PRIOR WRITTEN APPROVAL OF MARCUS & MILLICHAP AND WOULD BE IN VIOLATION OF THIS CONFIDENTIALITY AGREEMENT

PRINCIPAL INVESTOR AGREES AND ACKNOWLEDGES THE ABOVE TERMS AND CONDITIONS:

Sign: _____ Date: _____

Print Name: _____

Title: _____

E-Mail: _____ Tel: () _____

Investment Entity/Company: _____

Address: _____ City: _____ State: _____ Zip: _____

**Return Completed Registration Via E-Mail To:
Todd.Blonsley@marcusmillichap.com**