2191 Defense Hwy., Suite 400 Crofton, MD 21114



(301) 261-6700 Main Line (410) 451-2200 Local Line (301) 858-0722 Fax

CONFIDENTIALITY/REGISTRATION AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by W.F. Chesley Real Estate, LLC ("Broker"), and _______, ("Purchaser") and ________("Purchasers Broker") regarding the business known as Aerospace Shopping Center, 9900 Greenbelt Road, Lanham, MD 20706 ("Property"). The obligations of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker's listing agreement with the Owner.

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 and Purchasers Broker will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder ("Information") to any other person or entity.
- 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 and Purchasers Broker 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. All information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not any time, or in any manner, be used for any other purpose.
- 5. Purchaser and Purchasers Broker 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.
- 6. 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 and Purchasers Broker assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
- 7. The persons signing on behalf of Purchaser and Purchasers Broker and Broker represent that they have the authority to bind the party for whom they sign.
- 8. This Agreement shall be governed and construed in accordance with the laws of the State of <u>Maryland</u>.

PURCHASER:		PURCHASER:	
Signature	Date	Signature	Date
Printed Name:		Printed Name:	
REPRESENTATIVE O	OF PURCHASERS BROI	KER:	
Signature	Date	Company Name	
Print Name:		Email Address	
		Cell Phone	

REPRESENTATIVE OF W.F. CHESLEY REAL ESTATE, LLC

Signature

Date

Printed Name: _____
