

**REGISTRATION AND CONFIDENTIALITY AGREEMENT**

**DESCRIPTION OF PROPERTY:            WHITE OAKS PROPERTY**

E.R.E. Enterprise has been retained on an exclusive basis by Taj Trust (the “**Owner**”) and or its assignees to offer for sale the properties identified below (the “**Properties**”). The Owner has requested that all inquiries and communications with respect to the contemplated sale of such Properties be directed to E.R.E. Enterprise.

E.R.E. Enterprise has available for review certain information concerning the Properties (collectively “**Informational Materials**”). E.R.E. Enterprise can disclose the Informational Materials to potential purchasers only upon receipt of this Agreement executed by the potential purchaser, and then subject to the following conditions:

1. All Information Materials shall continue to be the property of the Owner and E.R.E. Enterprise. The Informational Materials will be used solely for the purpose of the Purchaser and may not be copied or duplicated without E.R.E. Enterprise’s written consent and must be returned to E.R.E. Enterprise immediately upon it’s request or when negotiations terminate with respect to the Properties.
2. The Informational Materials may only be disclosed to the Purchaser’s partners, employees, legal Counsel, mortgage broker and institutional lenders (“**Related Parties**”) for the purpose of evaluating the potential purchase of the Properties. Purchaser will (i) inform all Related Parties of the confidential nature of the Informational Materials and the other provisions of this Agreement, (ii) direct all Related Parties to keep all such information in the strictest confidence and to use such information only for the purpose of assisting or advising Purchaser in evaluating the Properties, and (iii) be responsible for the failure by any Related Party to maintain the confidence of the Informational Materials or for the breach of this Agreement by any Related Party. Purchaser will take all necessary action to safeguard the Informational Materials from disclosure except as expressly permitted hereby.
3. The Purchaser understands and acknowledges that E.R.E. Enterprise and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that much of the information used in the preparation of the Informational Materials was furnished to E.R.E. Enterprise by others and has not been independently verified by E.R.E. Enterprise and is not guaranteed as to completeness or accuracy.
4. The Purchaser will indemnify and hold harmless E.R.E. Enterprise and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney’s fees, arising out of any breach of any of the terms of this Agreement.
5. The proposed sale of the Properties is subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice.

**Please forward to: E.R.E. Enterprise email: [sanjay.jasu@gmail.com](mailto:sanjay.jasu@gmail.com)**

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

Signature : \_\_\_\_\_

Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Broker, if applicable: \_\_\_\_\_

Broker Phone: \_\_\_\_\_

**Property interested in:**

1282-1300 White Oaks Road, Campbell, CA 95008            \_\_\_\_\_