

Marcus & Millichap

7200 Wisconsin Avenue, Suite 1101, Bethesda, Maryland 20804

Confidentiality and Buyer Registration Agreement

Marcus & Millichap Real Estate Investment Services, collectively ("Broker") have been retained as the exclusive advisor and broker for the owner of the property known as

940 Madison Avenue, Baltimore, MD 21201.

To receive the Offering Material(s) the "Accepting Parties", and/or "you" must read, agree, sign and return this completed Confidentiality Agreement to Broker or, if applicable, click "I Agree".

1. **No Representations by Seller or Broker.** The Offering Material(s) shall mean summaries, brochures, documents, and files, collectively and is provided as a summary of the opportunity but neither Seller or Broker represent or warranty that information provided is complete or accurate. By executing this Agreement, you understand and agree you shall make your own studies of the Property.
2. **Indemnification.** By accepting the Offering Material(s), 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 Accepting Parties, Buyer, their employees, officers, directors or agents.
3. **Commissions.** The co-operating fee for the "Buyer Representative", shall be half a percent (0.5%) of the Gross Purchase Price of the Property payable at closing provided the "Represented Buyer" closes on the purchase of the Property. Dual agency by the Buyer Representative in bringing multiple potential buyer(s) shall not be permitted.

Brokerage Firm: _____
Buyer Representative: _____

4. **No Obligation.** 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 Information 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.
5. **Confidentiality.** The Information 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 confidential nature. By accepting the Offering Material(s), you agree that you will hold and treat it in the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the Offering Material(s) or any of the contents to any other entity in your brokerage firm and that the Represented Buyer shall be subject to this confidentiality (except to outside advisors retained by Represented Buyer, if necessary, for the determination of whether or not to make an offer and from whom the Represented Buyer has made parties to this confidentiality). Only with prior written authorization of the Seller or Broker, shall the Offering Material(s) or any of the contents be shared with others that do not match the conditions as outlined above.

6. **Non-disturbance of Property, Tenants or Employees.** Any contact with tenant(s) or Employee(s) of the property is agreed by the Parties to be strictly forbidden without expressed written permission by Agent or Seller directly. On-site inspections of the Property must be approved in advance by Broker and shall visual inspections, not to involve any invasive actions of any kind. Any approved contact with tenant(s) shall be with introduction of Agent or seller and shall be within the confines of pre-approved communications.

7. **Expiration.** This Agreement shall be in full force and effect for the period of twelve months from the date of execution below.

By clicking "I Agree" or signing this Confidentiality Agreement the Parties hereby confirm that they have the authority to execute, acknowledge and agree to the terms set forth in this Confidentiality Agreement and authorize Marcus & Millichap to contact you to follow up on the Property. This Agreement shall be in effect and considered executed based on a fully completed signature block below by both Parties.

AGREED AND ACCEPTED BY THE ACCEPTING PARTIES:

Signed

Signed

Buyer Representative

Represented Buyer

Company

Company

Phone

Phone

Email

Email

Date

Date