

# STONE MOUNTAIN FESTIVAL

## PRINCIPAL AND CO-BROKER CONFIDENTIALITY AGREEMENT / BUYER REGISTRATION

Mark Joines  
Drew Fleming  
Newmark  
3455 Peachtree Rd, Ste 1800  
Atlanta, GA 30326

Return Via  
Email: [mark.joines@nmrk.com](mailto:mark.joines@nmrk.com)

Re: Stone Mountain Festival (the "Property")  
1825 Rockbridge Rd  
Stone Mountain, GA 30087 (Atlanta MSA)

Ladies and Gentlemen:

This will serve to confirm our agreement concerning certain material, data and information, including, without limitation, an Offering Memorandum and other information located on an online Property Information Document Center (collectively, the "Evaluation Materials"), which you will make available to us for study in connection with a possible purchase by us of the Property.

You are prepared to furnish us with the Evaluation Materials in connection with discussions and negotiations concerning a possible transaction involving the Property upon the condition that we treat such Evaluation Materials confidentially and confirm certain representations to you. Therefore, as a prerequisite to your furnishing to us the Evaluation Materials, we hereby represent and agree as follows:

- 1) The Evaluation Materials furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal or principal advisor in the transaction, and not as a broker or agent for any other person. Therefore we agree to keep the Evaluation Materials strictly confidential; provided, however, that any such Evaluation Materials may be disclosed to our directors, officers or employees, as well as our counsel, accounting firms and financial institutions, who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such directors, officers, lawyers, financial institutions and accountants ("Permitted Parties") shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence.

We agree not to copy or duplicate the Evaluation Materials and to return the Evaluation Materials to you promptly if we decide to discontinue discussions or if requested by you. We agree that the owner of the Property, ("Seller"), and Newmark will have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, Seller or Newmark will have the right, in addition to any other right Seller or Newmark may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms.

- 2) In addition, we agree that we will not disclose and we will direct our representatives who are given access to the Evaluation Materials in accordance with the terms hereof, not to disclose to any person, the fact that the Evaluation Materials have been made available to us, that discussions or negotiations among us, Seller, Co-Broker and Newmark are now taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition of the Property.
- 3) We agree that neither we, nor the Permitted Parties, will contact the Seller in connection with our reviewing the Evaluation Materials. Any and all questions related to our evaluations must be directed to Newmark.

Although you have endeavored to include in the Evaluation Materials information which you believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither Seller nor Newmark have made any representation or warranty to us as to the accuracy or completeness of the Evaluation Materials. We agree that the Seller and Newmark shall not have any liability to us as a result of our use of the Evaluation Materials and it is understood that we are expected to perform and are responsible for such due diligence investigations and inspections of the Property, including investigation of any physical or environmental conditions, as we deem necessary or desirable and as permitted by agreement with Seller.

- 4) Seller shall be responsible for payment of any commissions due to Listing Agent in connection with a conventional sale of the Property through a contract for purchase and sale. Principal shall be responsible for any other claims for payment of commissions or compensation by any other broker or agent in connection with a conventional sale of the Property through a contract for purchase and sale. Should the Property be placed on an auction format, Principal shall be responsible for registering the broker as his agent for the Co-broker to be paid. Should the Principal fail to register the Co-broker, no fee will be paid to the Co-broker in the auction sale.
- 5) The Principal and Co-broker agree that neither will contact the existing tenants, any prospective tenants, nor discuss the property with either, in connection with the Property or their review of the Information without the written consent of Listing Agent. Any and all questions related to the Information or Property must be directed solely to Listing Agent.

**By signing this document Co-broker agrees to all the terms and conditions of this agreement and agrees not to reveal any information regarding this Property to anyone other than the Principal listed below, without the prior written agreement of Listing Agent. In the event that the Principal purchases the Property, Principal and Co-Broker agree that any commission or other compensation paid to the Co-broker (other than stated in this agreement for the below Principal) will be the sole responsibility of the Principal and will not be the responsibility of the Seller or Newmark. Co-broker acknowledges they represent the Principal in this transaction.**

IN WITNESS WHEREOF, the undersigned have executed this agreement to be effective the day and year first above written.

**ACCEPTED AND AGREED TO – PRINCIPAL**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

Principal/Advisor  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
Printed

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

Company: \_\_\_\_\_

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

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

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

E-Mail: \_\_\_\_\_

**ACCEPTED AND AGREED TO – CO-BROKER**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

Co-Broker  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
Printed

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

Company: \_\_\_\_\_

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

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

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

E-Mail: \_\_\_\_\_

**PLEASE RETURN VIA EMAIL TO [MARK.JOINES@NMRK.COM](mailto:MARK.JOINES@NMRK.COM)**