



Confidentiality, Non-Disclosure and Prospective Purchaser Registration Agreement  
RE: **101 WEST AVENUE, JENKINTOWN PA 19046**

This CONFIDENTIALITY, NON-DISCLOSURE AND PROSPECTIVE PURCHASER REGISTRATION AGREEMENT ("CA") is made as of the Effective Date (defined as the later of the undersigned's or Listing Broker's signatures below) by the undersigned in favor of West Avenue Jenkintown Property, LLC (with its affiliates, successors and assigns, "Owner"). Lanard & Axilbund, LLC d/b/a Colliers ("Listing Broker") has been retained as Owner's exclusive agent to offer for sale Owner's office building at 101 West Avenue, Jenkintown, PA 19046 (identified herein as "the Property"). To receive detailed information about the Property ("the Confidential Information") please read, complete, sign and return this completed Confidentiality, Non-Disclosure & Prospective Purchaser Registration Agreement ("CA") to Listing Broker. We appreciate your interest and upon our review and acceptance of your completed CA, in Listing Broker's sole discretion, Listing Broker will deliver the Confidential Information to you (hereinafter, collectively with all principals, employees, officers, directors, representatives, agents and affiliates, called "Prospective Purchaser").

**1. Prospective Purchaser is a Principal.** By submitting this CA and requesting the Confidential Information, Prospective Purchaser acknowledges it is a principal and not an agent of or acting on behalf of any other party in connection with the Property's potential acquisition. Prospective Purchaser acknowledges that it is aware and agrees that any agent or broker other than Listing Broker engaged by Prospective Purchaser or claiming a fee as Prospective Purchaser's agent or broker must be compensated by Prospective Purchaser unless otherwise agreed in advance in writing by Listing Broker in Listing Broker's sole discretion. Furthermore, Prospective Purchaser acknowledges that it has not had any discussion regarding the Property's sale with any broker or agent other than Listing Broker or an agent or broker properly identified through a registration process with Listing Broker, including but not limited to, resolutions of incomplete, conflicting, or duplicate registrations. Prospective Purchaser shall indemnify and hold Owner and Listing 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 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 Listing Broker or Owner.

**2. Confidentiality.** The Confidential Information, except such information which is a matter of public record or is provided in sources available to the public, is of a confidential nature. By submitting this CA and requesting the Confidential Information, Prospective Purchaser agrees that it will hold and treat the Confidential Information and all other information received concerning the Property in the strictest confidence, that Prospective Purchaser will not photocopy or duplicate it, that Prospective Purchaser will not disclose the Confidential Information to any other person or entity (except to outside advisors retained by Prospective Purchaser, if necessary, for Prospective Purchaser's determination of whether or not to make an offer and from whom Prospective Purchaser has obtained an agreement of confidentiality and non-disclosure similar to this CA in all material respects) without prior written authorization of Owner or Listing Broker, and that Prospective Purchaser will not use the Confidential Information or any of the contents in any fashion or manner detrimental to the interest of Owner or Listing Broker. Prospective Purchaser will not, without the prior express written consent of Owner, contact any lender, tenant, manager, or employee of the Property, and acknowledge that doing so would be a compensable violation of this CA.

**3. Disclaimer.** The Confidential Information has been prepared by Listing Broker based on information provided by Owner for dissemination to 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 the information which Prospective Purchasers may need or desire. All projections have been developed by Listing Broker and designated sources and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of Owner or Listing Broker and therefore are subject to variation. No representation is made by Listing Broker or Owner as to the accuracy or completeness of the information contained in the Confidential Information or other provided documents, and nothing contained in the Confidential Information or other documents shall be relied on as a promise or representation as to the future performance of the Property. Although the information



**Confidentiality, Non-Disclosure and Prospective Purchaser Registration Agreement**  
**RE: 101 WEST AVENUE, JENKINTOWN PA 19046**

contained in the Confidential Information is believed to be correct, Listing Broker, Owner and their respective agents and employees disclaim any responsibility for inaccuracies and expect Prospective Purchaser to exercise independent due diligence in verifying all such information. Further, Listing Broker, Owner and their respective agents and employees disclaim all liability for representations and warranties, expressed and implied, contained in or omitted from the Confidential Information or any other written or oral communication transmitted or made available to Prospective Purchaser. The Confidential Information 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 Confidential Information. Analysis and verification of the information contained in the Confidential Information are solely the responsibility of Prospective Purchaser. Additional information and an opportunity to inspect the Property may be made available upon written request to interested and qualified prospective purchasers.

**4. Prospective Purchaser’s Indemnification/Damages.** By submitting this CA and requesting the Confidential Information, Prospective Purchaser agrees to indemnify, defend, protect and hold Owner and Listing Broker and any affiliate of Owner or Listing Broker harmless from and against any and all claims, damages, demands, liabilities, losses, costs or expenses (including reasonable attorney’s fees) arising, directly or indirectly from any actions or omissions of Prospective Purchaser, its employees, officers, directors, representatives, agents and affiliates. Prospective Purchaser acknowledges and agrees that Owner and Listing Broker would suffer irreparable damage in the event of any material breach of the provisions of this Agreement. Accordingly, in event of a threatened or actual breach hereof, either Owner or Listing Broker shall be entitled to preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against Prospective Purchaser.

**65 Owner’s and Listing Broker’s Discretion.** Owner and Listing 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. Owner shall have no legal commitment or obligations to any entity reviewing the Confidential Information or making an offer to purchase the Property unless and until a written agreement for the purchase of the Property has been fully executed, delivered, and approved by Owner and its legal counsel, and any conditions to Owner’s obligation thereunder have been satisfied or waived.

**AGREED AND ACCEPTED:**

**Prospective Purchaser:** \_\_\_\_\_ **Street Address:** \_\_\_\_\_  
**By:** \_\_\_\_\_ **City, State, Zip:** \_\_\_\_\_  
 \_\_\_\_\_ **Print title**  
 \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
 \_\_\_\_\_ **Print name**  
 \_\_\_\_\_ **Email:** \_\_\_\_\_  
 \_\_\_\_\_ **Signature**  
 \_\_\_\_\_ **Date**

**Listing Broker:** Lanard & Axilbund, LLC d/b/a Colliers, 2005 Market Street, Suite 4010, Philadelphia, PA 19103

**By:** Jeffrey R. Algatt, Senior Vice President | Capital Markets, Investment Services

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**