

CONFIDENTIALITY AGREEMENT

Marcus & Millichap

National Real Estate Investment Services Company

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FOR: Shell Station
10144 Colesville Rd, Silver Spring, MD 20901

Agreement between Marcus & Millichap Real Estate Investment Services Company (“Agent”) and

____ (“BUYER”)

Or any family member, affiliated partnership, person, entity or assigns .

Whereas, Agent is disclosing to **Buyer** certain confidential information pertaining to the referenced property under the authority of the seller and right to sell property; and

Whereas, **Buyer** acknowledges that these matters and items are being received in confidence and that all communication of these matters in relation to the study of the property and to proceed forward with a potential purchase of the property shall be conducted through the Agent; and

Whereas, **Buyer** understands that Agent is procuring cause for this transaction, that any submittal of an offer by **Buyer** will be conducted through Agent, and that under no circumstances is **Buyer** to contact the Seller without written consent and approval from Agent.

Therefore, **Buyer** agrees as follows:

Not to divulge, communicate or disclose, except as may be required by law or for the performance of any agreement entered into by the parties, or use to the detriment of the other, or for the benefit of any other person or persons or misuse in any way, any confidential information or trade secrets concerning the subject matter hereof, including personnel information, financing, or other information.

Notwithstanding any other provision hereof to the contrary, this Agreement shall not apply to any information or material to the extent that such information or material:

- (a) Was already known by **Buyer** at the time that it was disclosed;
- (b) Is then or thereafter becomes generally available to the public without any breach of **Buyer** confidentiality obligation hereunder;
- (c) Is independently developed by **Buyer**; or
- (d) Is made available to **Buyer** from another lawful source.

Further notwithstanding any other provision hereof to the contrary, Agent hereby acknowledges that, if **Buyer** consummates a transaction with respect to the subject property, **Buyer** anticipates consulting with professionals and advisors during its due diligence and will provide those professionals and advisors with copies of the confidential information provided by Agent subject to the provisions hereof.

The term of this Agreement shall terminate on the first anniversary hereof.

This Agreement by **Buyer** hereunder does not constitute an offer by **Buyer** to purchase said property.

BUYER:

Signature: _____

Agreed By: _____

Title: _____

Dated: _____