

REGISTRATION & NON-DISCLOSURE AGREEMENT

This Registration & Non-Disclosure Agreement (this “Agreement”) dated this day of _____, 2025, is made among _____ (the “Interested Party”), _____ (“Broker”) and Washington Jefferson LLC (“Owner”).

Initial Statement: Owner is the owner of certain real property in the Commonwealth of Virginia located at 728 S Washington Street, Alexandria, Virginia 22314 (the “Property”). Interested Party has expressed interest in purchasing the Property and Owner has available for study certain financial statements, reports and information concerning the Property (the “Information”).

Accordingly, the parties hereto agree as follows:

1. No Representation. Neither Owner nor its representatives make any representation or warranty as to the truth, accuracy or completeness of the Information, or any other studies, documents, reports or other information provided to Interested Party hereunder and expressly disclaims any implied representation as to any matter disclosed or omitted.

2. Confidentiality.

a. Interested Party and Broker agree that neither they nor their respective representatives, employees, agents, and consultants, shall at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, entity, or association the Information, or any other knowledge or information acquired by Interested Party’s own inspections and investigations, other than matters that were in the public domain at the time of receipt by the Interested Party.

b. Without Owner’s prior written consent, neither Interested Party nor Broker will disclose and Interested Party and Broker will direct its representatives, employees, agents, and consultants not to disclose to any person, entity or association, the fact that discussions or negotiations are taking place concerning a possible purchase of the Property or any of the terms, the conditions or other fact with respect to any such possible purchase, including the status of thereof.

c. Notwithstanding the foregoing, Interested Party, but not Broker, may disclose such of the Information and its other reports, studies, documents, and other matters generated by it as Interested Party deems necessary or desirable to Interested Party’s attorneys, accountants, financial advisors, investors and lenders, in connection with Interested Party’s investigation of the Property and/or development of a proposal to purchase the Property, provided that those to whom such Information is disclosed are informed of the confidential nature thereof and agree to keep the same confidential in accordance with this Agreement.

3. Injunctive Relief. The Interested Party and Broker acknowledge that damages alone may be an inadequate remedy for any breach by it or its representatives, employees, agents, or consultants of the terms of this Agreement and agrees that, in addition to any other remedies that Owner may have at law, Owner shall be entitled, but not limited, to injunctive relief in any court of competent jurisdiction against any breach of this Agreement by the Interested Party or Broker.

4. No Obligation to Purchase or Sell. Nothing in this Agreement shall be construed as an agreement or obligation on the part of the Owner to sell, or the Interested Party to purchase, any interest in the Property

on any terms.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

6. No Assignment. Neither Interested Party nor Broker shall have the right to assign this Agreement, or any of the rights and benefits hereof to any person, association, or entity, without the prior written consent of Owner which consent may be withheld or denied in Owner's sole and absolute discretion.

7. Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Amendments. This Agreement may be amended or modified only by a written instrument executed by all parties.

9. Brokerage. Broker has been retained by Interested Party to represent Interested Party's interest in the acquisition of the Property. In the event Interested Party or its affiliate, designee, or assignee, directly or indirectly, closes on the purchase of the Property and title shall have been delivered and consideration shall have been exchanged (a "Closing"), then in that event Broker shall be paid a fee at Closing of Two Percent (2%) of the consideration paid at Closing ("Fee"). Except as provided in this Paragraph 9, (i) neither Owner nor its agent Carr Real Estate Services, LLC, shall be liable or responsible for any compensation to Broker; and (ii) Interested Party shall and does hereby indemnify and hold harmless Owner and Carr Real Estate Services, LLC, from and against any loss, claim, liability or expense (including, without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon, or payable by Owner or Carr Real Estate Services, LLC, arising under the representation of Interested Party by Broker.

10. Paragraph Headings. The paragraph headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INTERESTED PARTY

BROKER

By: _____

By: _____

Print Name

Print Name

Carr Real Estate Services, LLC

By: *Debra Arnett*

Debra Arnett, Director of Real Estate