



SHOOK

Property Name: The Press
CLIENT REGISTRATION & CONFIDENTIALITY AGREEMENT

We are interested in pursuing the acquisition of the offering noted above and accordingly would like to receive offering literature. We are notifying you that the following brokerage company and Broker associates are our representatives in this matter:

Brokerage Company: Coldwell Banker Commercial Shook

Broker Associate: Stephen Shook / Todd Murray

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by Coldwell Banker Commercial Shook ("Broker"), exclusive listing broker for the Property and \_\_\_\_\_ ("Purchaser") regarding the property known as The Press 217/221 North Sixth Street, 615 Ferry Street ("Property"). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker's listing agreement with Owner.

PURCHASER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the Property has instructed Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

- 1. Purchaser will not disclose, permit the disclosure of, release, disseminate or transfer any information obtained hereunder ("Information") to any other person or entity.
2. If Purchaser is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser understands that all Information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
4. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time or in any manner be used for any other purpose.
5. Purchaser shall not contact directly any persons concerning the Property other than Broker without Broker's or Owner's written permission. Such persons include, without limitation, Owner's employees, suppliers and tenants.
6. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients).
7. Neither Broker nor Owner make any representations or warranty, express or implied, as to the accuracy of completeness of any Information provided by them. Purchaser assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
8. The persons signing on behalf of Purchaser and Broker represent that they have the authority to bind the party for whom they sign.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

Purchaser:

Company Name: \_\_\_\_\_
City, State, Zip: \_\_\_\_\_
Company Representative: \_\_\_\_\_
Company Representative Title: \_\_\_\_\_
Company Representative Signature: \_\_\_\_\_
Date: \_\_\_\_\_

Brokerage Company / Broker Associate

Brokerage Company: \_\_\_\_\_
City, State, Zip: \_\_\_\_\_
Broker Associate: \_\_\_\_\_
Broker Associate Signature: \_\_\_\_\_
Date: \_\_\_\_\_