

## **Confidentiality and Registration Agreement**

This “Agreement” is to be signed by the parties hereto prior to the release of property information (“Property Information”). The Property Information is intended solely for the limited use by “Principal” and “Principal’s Broker” (as identified below) in considering whether Principal shall pursue an offer to acquire property owned by Sweetwater Center, LLC (“Owner”), located at 200 Davis Drive and 45655 (formerly 1320) Shepard Drive, Sterling, VA 20164-4415 and identified in the tax records of Loudoun County by APN: 033-37-4969-000 and 033-37-6374-000 (“Property”).

The Property Information contains brief, selected information pertaining to the business and affairs of the Property. It does not, however, purport to be all-inclusive or to contain all of the information which a prospective purchaser may desire or require. Neither Owner, Savills Inc., the Owner’s broker (“Savills”) nor any of its officers, employees or agents (hereinafter collectively referred to as “Owner”) makes any representation or warranty, express or implied, as to the accuracy or completeness of this information, and no liability of any kind whatsoever is assumed by Owner with respect thereto.

By acknowledgement of receipt of the Property Information, Principal and Principal’s Broker agree that the Property Information is confidential, proprietary and the exclusive property of Owner. The Principal and Principal’s Broker each agree that they will hold and treat the Property Information in the strictest of confidence, that they will not directly or indirectly disclose, or permit anyone else to disclose the Property Information to any other person, firm or entity, without prior written authorization of Owner, except as otherwise required by law or judicial process. Principal and Principal’s Broker further agree that they will not duplicate, photocopy or otherwise reproduce the Property Information in whole or in part or otherwise use or permit it to be used in any fashion or manner detrimental to the Property or the interest of Owner.

Notwithstanding anything to the contrary contained herein, in the event Principal or Principal’s Broker are required by law or requested in any judicial or regulatory proceeding to disclose any Property Information, it will give Owner, through Savills, prompt notice of such request so that Owner may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this paragraph, and Principal’s Broker will cooperate with Owner to obtain such protective order. If such protective order or other remedy is not obtained or Owner waives compliance with the provisions of the preceding paragraph, Principal and Principal’s Broker will furnish only that information that is legally required to be disclosed.

**Both Principal and Principal’s Broker hereby agree to indemnify Owner and Savills from any loss or damage which Owner may suffer as a result of each undersigned’s breach of the terms and conditions of this Confidentiality Agreement.**

**Owner expressly reserves the right at Owner’s sole, singular, exclusive and arbitrary discretion to reject any or all proposals or expressions of interest in this Property and to terminate discussions in connection therewith with any party, at any time, without notice.**

**The Property Information shall not be deemed to represent the state of affairs of the Property or constitute any indication that there has been change in the business or affairs of the Property since the date of preparation of the information.**

**The information provided has been gathered from sources that are deemed reliable, but the Owner and Savills do not warrant or represent that the information is true and correct. You are advised to verify information independently.**

The Owner reserves the right to make any change, to add, delete or modify the information or to withdraw the Property from consideration at any time, without notice. The Property Information is not to be construed as an offer, an expression of intent and obligation, or as part of any contract or commitment to sell the Property.

Principal and Principal's Broker shall not disclose to tenants of the Property that the Property is available for sale and will not interview any tenants without the prior written consent of Owner. Principal shall not conduct any tests, destructive or otherwise, on the Property nor enter onto any roof of the Property without the prior written consent of Owner.

**The undersigned hereby agree that the obligation to pay any brokerage commission to Principal's Broker is an obligation of the Principal, and Principal's Broker hereby agrees that it shall not look to the Owner or Savills for the payment of any such brokerage commission unless otherwise agreed by Owner.**

Please acknowledge your consent and agreement to the foregoing by signing and returning a copy of this agreement to Savills, at which time the same shall constitute a binding Agreement between us and shall constitute a material inducement to furnish the confidential Property Information to you.

Acknowledged, Agreed and Accepted:

By: \_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_

By: \_\_\_\_\_  
Principal's Broker Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_