

## Clouter Creek

### REGISTRATION, COMMISSION & CONFIDENTIALITY AGREEMENT

Bridge Corporate Solutions, LLC (“Bridge” or the “Listing Broker”) have been retained as exclusive broker for the potential sale of **Berkeley County Parcel Numbers 275-00-00-005 and 275-00-00-323 along Clements Ferry Road, Charleston, Berkeley County, SC 29406** (the “Property”).

We are prepared to furnish you (“Procuring Broker” and “Purchaser”) with certain material, data and information (herein referred to as the Evaluation Material) in connection with negotiations concerning a possible sale, but only on the condition that you treat such Evaluation Material confidentially as detailed below and confirm certain representations to us. Bridge has prepared the Evaluation Material for use by a limited number of parties. It does not purport to provide a necessarily accurate summary of the property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information that prospective investors may need or desire. Neither Bridge nor Owner makes any representation as to the accuracy or completeness of the information contained herein, and nothing contained herein is, or shall be relied on as, a promise or representation as to the future performance of the property. Although the information contained herein is believed to be correct, Listing Broker and Owner, and its employees, disclaim any responsibility for inaccuracies and advise prospective purchasers to exercise independent due diligence in verifying all such information.

1. This Evaluation Material and the contents, except such information that is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Evaluation Material, you agree that you will hold and treat it in the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the Evaluation Material or any of the contents to any other entity (except to outside advisors retained by you if necessary, for your determination of whether or not to make a proposal and from whom you have obtained an agreement of confidentiality) without the prior written authorization of Owner or Listing Broker, and that you will not use the Evaluation Material or any of the contents in any fashion or manner detrimental to the interest of Owner or Listing Broker.
2. Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers regarding the property and/or 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 Evaluation Material or making an offer to purchase the property unless and until such offer is approved by Owner, a written agreement for the purchase of the property has been fully negotiated, executed, and delivered.
3. Listing Broker and Procuring Broker are duly licensed real estate brokers in South Carolina and Listing Broker is the sole and exclusive agent for Owner. Procuring Broker represents that it the sole and exclusive agent for Purchaser with regard to this property.
4. Broker agrees that in no event shall Listing Broker be under any obligation or have any liability for the payment to Broker of the cooperating broker’s portion of the commission unless and until disbursement has been made by the closing attorney.
5. If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorney’s fees and other costs so incurred.
6. This Agreement constitutes the entire agreement between Broker and Listing Broker and supersedes all prior discussions. No modifications of this Agreement will be effective unless made in writing and signed by both Broker and Listing Broker. This Agreement is binding upon the parties hereto and their respective successors and assigns.

**PROCURING BROKER**

Accepted and Agreed to this \_\_\_the day of \_\_\_\_\_, 2026  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**REGISTERED POTENTIAL PURCHASER**

Accepted and Agreed to this \_\_\_the day of \_\_\_\_\_, 2026  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Return by mail or EMAIL to:

Hagood Morrison, SIOR, MBA, CRE  
Bridge Corporate Solutions, LLC  
PO Box 22796  
Charleston, SC 29413  
[Hagood.Morrison@Bridge-Commercial.com](mailto:Hagood.Morrison@Bridge-Commercial.com)