

CONFIDENTIALITY AND PURCHASER REGISTRATION AGREEMENT

This document shall serve to confirm our agreement concerning certain material, data and information (the "Offering Materials") which CHARLESTON DIGS LLC and KELLER WILLIAMS (Property Owners' "Broker") and "46 QUEEN STREET LLC, 50 QUEEN STREET LLC" (the "Property Owners") may make available to _____ ("Prospective Purchaser") for study in connection with a possible purchase by Prospective Purchaser of 46-50 Queen St, Charleston, SC 29401 (the "Property").

CHARLESTON DIGS LLC and KELLER WILLIAMS are prepared to furnish Prospective Purchaser with the Offering Materials in connection with discussions and negotiations concerning a possible transaction involving the Properties only on the condition that Prospective Purchaser treats such Offering Materials confidentially and confirm certain representations to CHARLESTON DIGS LLC and KELLER WILLIAMS. Therefore, as a prerequisite to CHARLESTON DIGS LLC and KELLER WILLIAMS furnishing to Prospective Purchaser the Offering Materials, Prospective Purchaser hereby represents and agrees as follows:

1. The Offering Materials furnished to Prospective Purchaser will be used by Prospective Purchaser solely for evaluating a possible transaction exclusively for its own account, as principal in the transaction, and not as broker or agent for any other person. Therefore, Prospective Purchaser agrees to keep all Offering Materials strictly confidential; provided, however, that any such Offering Materials may be disclosed to Prospective Purchaser's directors, officers or employees, as well as its counsel, accounting firms and financial institutions ("Representatives") who need to know such information for the purpose of assisting Prospective Purchaser with a possible purchase of one, two, or all of the Properties. Such directors, officers, lawyers, financial institutions and accountants shall be informed by Prospective Purchaser of the confidential nature of such information and shall be directed by Prospective Purchaser to treat hold such information in strict confidence. Prospective Purchaser agrees to be responsible for any breach of this Agreement by any of its Representatives. Prospective Purchaser agrees not to disclose that Property Owners and the Prospective Purchaser may be considering a transaction or have had, is having, or proposes to have any discussions with respect thereto. Prospective Purchaser agrees not to copy or duplicate the Offering Materials and to return the Offering Materials to CHARLESTON DIGS LLC and KELLER WILLIAMS if Prospective Purchaser decides to discontinue discussions, or if requested by CHARLESTON DIGS LLC and KELLER WILLIAMS.

2. Although CHARLESTON DIGS LLC and KELLER WILLIAMS has endeavored to include information which CHARLESTON DIGS LLC and KELLER WILLIAMS believes to be relevant for the purpose of helping Prospective Purchaser in Prospective Purchaser's evaluation of the Properties for possible purchase, Prospective Purchaser understands and acknowledges that neither the Property Owners nor CHARLESTON DIGS LLC and KELLER WILLIAMS make any representation or warranty to Prospective Purchaser with respect to any of the Offering Materials. Prospective Purchaser agrees that Property Owners, CHARLESTON DIGS LLC and KELLER WILLIAMS shall not have any liability to Prospective Purchaser as a result of Prospective Purchaser's use of the Offering Materials, and it is understood that Prospective Purchaser is expected to perform and be responsible for such due diligence investigations and inspections of the Properties as it deems necessary or desirable and as permitted by agreement with the Property Owners.

3. This Agreement shall stay in effect for one year or be inoperative as to particular portions of the Offering Material if such information (i) becomes generally available to the public other than as a result of a disclosure by Prospective Purchaser or its Representatives in violation of this Agreement, (ii) was available to Prospective Purchaser on a nonconfidential basis prior to its disclosure by Prospective Purchaser or its Representatives or (iii) becomes available to Prospective Purchaser on a non-confidential basis prior to its disclosure by Prospective Purchaser or its Representatives when such source is entitled to make such disclosure.

4. The Prospective Purchaser acknowledges that damages alone may be an inadequate remedy for any breach by it or its representatives, employees, brokers, agents or consultants of the terms of this agreement and agrees that, in addition to any other remedies that Property Owners may have, Property Owners shall be entitled to injunctive relief in any court of competent jurisdiction against any breach of this Agreement by the Prospective Purchaser.

5. Prospective Purchaser, its representatives, agents, brokers, consultants, or employees agree to not contact the Property Owners without written permission of CHARLESTON DIGS LLC and KELLER WILLIAMS.

6. Nothing in this Agreement shall be construed as an agreement or obligation on the part of Property Owners to sell, or the Prospective Purchaser to purchase, any interest in the Properties on any terms.

7. Any Real Estate Brokers or Agents acting on behalf of Prospective Purchaser shall co-sign this Agreement and agree to be bound by all terms contained herein.

ACCEPTED AND AGREED THIS _____ DAY OF _____, 2024

_____ (SIGNATURE)

_____ (PRINTED)

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

PROSPECTIVE PURCHASER'S BROKER/AGENT (IF ANY):

_____ (SIGNATURE)

_____ (PRINTED)

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____