



## **Confidentiality and Buyer Registration Agreement**

CBRE, Inc. (“Broker”), in cooperation with CBRE Tyson’s Corner (“Broker of Record”) have been retained as the exclusive advisor and broker for Kettler (“Seller”) regarding the sale of the property Fields of Leesburg I & II in Leesburg, VA.

To receive an Offering Memorandum (“Offering Memorandum”) please read, sign and return this completed Confidentiality Agreement to Broker. The Offering Memorandum has been prepared by Broker for use by a limited number of parties and 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 which prospective Buyers may need or desire. All projections have been developed by Broker and designated sources and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of the Seller, and therefore are subject to variation. No representation is made by Broker, Broker of Record, or the Seller as to the accuracy or completeness of the information contained herein, and nothing contained herein 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, the Seller and its employees disclaim any responsibility for inaccuracies and expect prospective purchasers to exercise independent due diligence in verifying all such information. Further, Broker, Broker of Record, the Seller and their employees disclaim any and all liability for representations and warranties, expressed and implied, contained in or omitted from the Offering Memorandum or any other written or oral communication transmitted or made available to the Buyer. The Offering Memorandum does not constitute a representation that there has been no change in the business or affairs of the property or the Owner since the date of preparation of the Offering Memorandum. Analysis and verification of the information contained in the Offering Memorandum are solely the responsibility of the prospective Buyer. Additional information and an opportunity to inspect the property will be made available upon written request to interested and qualified prospective Buyers. By accepting the Offering Memorandum, you agree to indemnify, defend, protect and hold Seller, Broker, and Broker of Record, or any affiliates of said parties harmless from and against any and all claims, damages, demands, liabilities, losses, costs or expenses (including reasonable attorney’s fees, collectively “Claims”) arising, directly or indirectly from any actions or omissions of Buyer, its employees, officers, directors or agents.

By accepting the Offering Memorandum, you acknowledge that you are a principal and not an agent of or acting on behalf of any other party in connection with the acquisition. Buyer acknowledges that it is aware that any Agent/Broker other than CBRE, Inc., must be compensated by Buyer as CBRE, Inc. is not cooperating on fees unless agreed upon in writing. Furthermore, Buyer acknowledges that it has not had any discussion regarding this Property’s Sale with any other broker or agent other than Broker and Broker of Record, or an agent/broker properly identified through this registration process, including but not limited to, resolutions of incomplete, conflicting or duplicate registrations. Buyer shall indemnify and hold Seller, Broker, and Broker of Record harmless from and against any claims, causes of action or liabilities, including, without limitation, reasonable attorney’s fees and court costs which may be incurred with respect to any claims for other real estate commissions, broker’s fees or finder’s fees in relation to or in connection with the Property to the extent claimed, through or under Seller.

The Seller and Broker each expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time with or without notice. The Seller shall have no legal commitment or obligations to any entity reviewing the Offering Memorandum or making an offer to purchase the Property unless a written agreement for the purchase of the Property has been fully executed, delivered, and approved by the Seller and its legal counsel, and any conditions to the Seller's obligation thereunder have been satisfied or waived.

The Offering Memorandum and the contents, except such information which is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Offering Memorandum, 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 Offering Memorandum 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 an offer and from whom you have obtained an agreement of confidentiality) without prior written authorization of the Seller or Broker, and that you will not use the Offering Memorandum or any of the contents in any fashion or manner detrimental to the interest of the Seller or Broker.

No employee of seller or at the subject property is to be contacted without the written approval of the listing agents and doing so would be a violation of this confidentiality agreement.

***PLEASE INCLUDE INFORMATION ABOUT YOUR CAPACITY TO PURCHASE THE ABOVE PROPERTY WITH THIS AGREEMENT.***

**AGREED AND ACCEPTED:**

Buyer: \_\_\_\_\_

Broker Company Name: CBRE Tyson's Corner

Signature: \_\_\_\_\_

Broker Name: Jonathan Greenberg

Print Name: \_\_\_\_\_

Broker Phone: +1 703 734 4772

Title: \_\_\_\_\_

Broker Fax: +1 703 442 4956

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_