

Confidentiality and Buyer Registration Agreement

Collett Associates, LLC (“Broker”) has been retained by the Seller as exclusive agent and broker regarding the sale of *Rockingham Square Shopping Center*, located in **Harrisonburg, VA** (the “Property”).

To receive a Property Offering Memorandum (“Offering Memorandum”) please read, sign and return this completed Confidentiality and Buyer Registration Agreement (“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 or Seller as to the accuracy or completeness of the information contained in the Offering Memorandum, and nothing contained therein shall be relied on as a promise or representation as to the future performance of the property. Although the information contained in the Offering Memorandum is believed to be correct, the Seller and its officers, members and employees disclaim any responsibility for inaccuracies and expect prospective purchasers to exercise independent due diligence in verifying all such information. Further, Broker, the Seller and its officers, members and 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 Seller 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 interest and qualified prospective Buyers.

By accepting the Offering Memorandum, you agree to release Broker and Seller from any and all liability relating to the information contained in the Offering Memorandum and you agree to indemnify, defend, protect and hold Seller and Broker and any affiliate of Seller or Broker harmless from and against any and all claims, damages, demands, liabilities, losses costs or expenses (including reasonable attorney’ fees and courts costs, collectively “Claims”) arising directly or indirectly from any actions or omissions of Buyer, its employees, officers, directors or agents in connection with the sale of this Property.

By accepting the Offering Memorandum, you acknowledge that you are a principal and not an agent or acting on behalf of any other party in connection with the acquisition. Buyer acknowledges that it has not had any discussion regarding this Property sale with any other broker or agent other than Broker. Buyer shall indemnify and hold Seller and Broker harmless from and against any Claims 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 sale of this Property to the extent claimed, through or under Buyer.

The Seller and Broker each expressly reserve the right, at their sole discretion, to reject any or all expression 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 there under have been satisfied or waived.

The Offering Memorandum, its contents and other information provided to you by the Broker or Seller, 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 or whether or not make or not to make a proposal and from whom you have obtained an agreement of confidentiality), 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 and Broker. **Furthermore, you shall return the Offering Memorandum and other confidential information upon the written request from Broker or Seller.**

AGREED and ACCEPTED:

Buyer:

PRINT NAME OF BUYER

SIGNATURE, DULY AUTHORIZED

PRINT NAME and TITLE

COMPANY NAME

ADDRESS

CITY STATE ZIP

BUYER'S PHONE NUMBER

BUYER'S FAX NUMBER

Brokerage Company Name:

Collett Associates, LLC
BROKERAGE COMPANY

SIGNATURE OF BROKER

Charles E. Ellis, Jr.
PRINT BROKER'S NAME
NC License #116498

(704) 206-8302
BROKER'S PHONE NUMBER

(704) 335-8654
BROKER'S FAX NUMBER