

Marcus & Millichap

NATIONAL RETAIL GROUP

Confidentiality and Buyer Registration Agreement

Marcus & Millichap Real Estate Investment Services (“Broker”) has been retained as the exclusive advisor and broker for the owner of the properties known as Silverlake II Shopping Center, located in Pearland, Texas.

To receive an Offering Memorandum the “Accepting Party” must agree to the terms and conditions below and fill out the requested information completely and sign after “I Agree to the Foregoing Terms” where noted.

- 1. No Representations by Seller or 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 Accepting Party 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 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, the Seller and its 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 Accepting Party. 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 Accepting Party. Additional information and an opportunity to inspect the property will be made available upon written request to interested and qualified prospective Buyers.
- 2. Indemnification.** By accepting the Offering Memorandum, Accepting Party agrees 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’s fees, collectively “Claims”) arising, directly or indirectly from any actions or omissions of Buyer, its employees, officers, directors or agents.
- 3. Accepting Party Acting as a Principal.** By accepting the Offering Memorandum, Accepting Party acknowledges that it is a principal and not an agent of, or acting on behalf of, any other party in connection with the acquisition. Accepting Party shall indemnify and hold Seller and Broker 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.
- 4. No Obligation.** 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.

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5. **Confidentiality.** 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, Accepting Party agrees that it will hold and treat it in the strictest confidence, that it will not photocopy or duplicate it, that it will not disclose the Offering Memorandum or any of the contents to any other entity (except to outside advisors retained by it, 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 Accepting Party 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.
6. **Non-disturbance of Property or Employees.** All on-site inspections of the Property must be approved in advance by 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.

I AGREE TO THE FOREGOING TERMS:

“Accepting Party”:

Company
Name: _____ *Address:* _____
City, _____

Signature: _____ *State, Zip:* _____

Print
Name: _____ *Fax:* _____

Title: _____ *Email:* _____

Date: _____

Please Return Fully Executed Agreement to:

Jerry Goldstein
Senior Vice President Investments
HOUSTON
Tel: (713) 452-4255
Fax: (713) 452-4214
Jerry.Goldstein@marcusmillichap.com
License: TX 0304168