



PRINCIPAL & CO-BROKER CONFIDENTIALITY AGREEMENT

SRS REAL ESTATE PARTNERS-SOUTHEAST LLC (“SRS”) has been exclusively retained by Owner to represent the offering for sale of **The Crossing** (“Property”), located at **10046 E Independence Blvd., Matthews, NC 28105**. The undersigned Recipient hereby acknowledges and agrees that certain confidential information which has been or may be disclosed in the future is intended solely for Recipient’s own limited use in considering whether to pursue negotiations to acquire the Property listed above.

Neither Owner nor SRS or any of their officers, employees or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of this confidential information and no legal liability is assumed or shall be implied with respect thereto.

Information provided has been or will be gathered from sources that are deemed reliable but Owner or SRS does not warrant or represent that the information is true or correct. Recipient is advised to verify information independently. Owner or SRS reserves the right to change the price, or any information provided or to withdraw the Property from the market at any time without notice.

Recipient agrees that the information provided is confidential, that Recipient will hold and treat it in the strictest of confidence, that Recipient will not, directly or indirectly, disclose or permit anyone else to disclose this information to any other person, firm or entity without prior written authorization of Owner or SRS and that Recipient will not use, or permit to be used, this information in any fashion or manner detrimental to the interest of the Owner or SRS. Photocopying or other duplication is strictly prohibited.

While Owner and/or SRS may discuss the purchase and sale of the Property with Recipient, either Owner or SRS in our sole and absolute discretion, may terminate discussions at any time and for any reason. Recipient acknowledges Owner has no obligation to discuss or agree to the sale of the Property. The discussions may be lengthy and complex, notwithstanding that we may reach one or more oral understandings or agreements on one or more issues we are discussing, neither of us shall be bound by any oral agreement of any kind and no rights, claims, obligations or liabilities of any kind, either expressed or implied, shall arise or exist in favor of or be binding upon either Owner or SRS except to the extent expressly set out in a written agreement signed by both Owner and Recipient.

Recipient acknowledges and agrees that they are acting in the capacity of a Principal and not an agent of or acting on behalf of any other party in connection with the purchase of the Property, and as a Principal will not look to the Owner or SRS for any brokerage commissions, finder’s fees, or other compensation in connection with the sale of the Property or any interest therein. In the event that Recipient is represented by a Cooperating Broker; both Recipient and Cooperating Broker must fully complete and execute this agreement, and Cooperating Broker thereby agrees to be bound by its terms and conditions. If Recipient successfully closes on the property, both the Recipient and Cooperating Broker agree that the Recipient will be responsible for the brokerage fee paid to the Cooperating Broker. In the event that Recipient is represented by an additional Broker separate from the undersigned Broker and Recipient closes on the property, Recipient shall be responsible for any real estate commission or fee to additional Cooperating or outside Broker(s). The Recipient further acknowledges that it has not had any discussions regarding the Property with any Broker or agent other than Cooperating Broker and SRS.

THE OWNER EXPRESSLY RESERVES THE RIGHT AT ITS SOLE DISCRETION TO REJECT ANY OR ALL PROPOSALS OR EXPRESSIONS OF INTEREST IN THE PROPERTY AND TO TERMINATE DISCUSSIONS WITH ANY PARTY AT ANY TIME WITH OR WITHOUT NOTICE.

If you do not wish to pursue negotiations leading to this acquisition, or if in the future you discontinue such negotiations, you agree to return all confidential information to Owner or SRS Real Estate Partners–Southeast LLC. Otherwise, please execute below and return via email or facsimile 404.231.1066 at your earliest convenience.

THIS CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS REPRESENTATIVE OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF PREPARATION OF THE MEMORANDUM.

[Signatures on next page]

AGREED and **ACCEPTED**, this _____ day of _____, 2020.

Principal:

Company: _____
Address: _____

Signature: _____
Name: _____
Its: _____
Telephone: _____
Email: _____
Fax: _____

Cooperating Broker

Company: _____
Address: _____

Signature: _____
Name: _____
Its: _____
Telephone: _____
Email: _____
Fax: _____

RE: The Crossing

Broker:

Kyle Stonis
3445 Peachtree Road NE, Suite 950
Atlanta, GA 30326
404.231.2232 | Direct 678.420.1393
Fax 404.231.1066
kyle.stonis@srsre.com

Pierce Mayson
3445 Peachtree Road NE, Suite 950
Atlanta, GA 30326
404.231.2232 | Direct 404.231.4696
Fax 404.231.1066
pierce.mayson@srsre.com