

**PLEASE SIGN AND RETURN VIA EMAIL:**

Attention: Sean Glickman, CCIM,  
Chris Smith,

**CONFIDENTIALITY AGREEMENT & BUYER'S REGISTRATION BETWEEN CUSHMAN & WAKEFIELD (C&W) (the Listing Broker)**), and \_\_\_\_\_ (the "**Potential Purchaser**").

**Re: Meridian Crossroads - 103-133 S Frontage Rd Meridian, MS 39301 (the "Property")**

Whereby the Listing Broker and Sean Glickman who is the listing Agent are exclusively retained by Owner and is/are acting as Owner's agent. Owner(s) shall pay all fees due Listing Broker in connection with the Property(s) as per separate Agreement. All registrations are subject to and conditioned by the following:

1. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Listing Broker exclusively represents Owner, and all negotiations will be conducted only through Listing Broker.
2. Confidential information in the Offering Memorandum will not be used by the Potential Purchaser in a way that is detrimental to Owner or Listing Broker.
3. Listing Broker and Agent have available for review certain confidential information concerning the Property, which includes information available to the public as well as specially prepared or private information ("**Confidential Information**"). Listing Broker will not make the Confidential Information available to the Potential Purchaser until the Potential Purchaser has executed this Agreement. Upon the receipt of this Agreement, properly executed by the Potential Purchaser, the Listing Broker and the Owner(s) will have the option, in their sole and absolute discretion, to accept or reject the registration of the Potential Purchaser.
4. Potential Purchaser will use the Confidential Information solely to evaluate the acquisition of the Property and solely for Potential Purchaser's own use or the use of Potential Purchaser's employees, advisors, lenders, or consultants ("**Permitted Parties**") assisting in Potential Purchaser's evaluation.
5. Potential Purchaser agrees to defend, indemnify and hold Owner and Listing Broker harmless from and against all loss, damage or expense sustained or incurred by Owner or Listing Broker by reason of any unauthorized distribution or disclosure.
6. **The Potential Purchaser hereby agrees that it will not be contact the Owner, its employees, agents, lenders and attorneys directly or indirectly without the prior written consent from the Listing Broker and Agent; Sean Glickman and doing so would constitute a breach of this Agreement. The Potential Purchaser understands and agrees that, because of the unique nature of the Confidential Information, monetary damages may not be suitable to compensate either the Owner and/or the Listing Broker if the Potential Purchaser fails to comply with the terms of this Agreement, and Ownership or Broker shall therefore also be entitled, without the requirement of posting a bond or other security, or by posting bond at the lowest amount required by law, to equitable relief, including injunctive relief to enforce the terms of the Agreement , which shall be in addition to any other remedies available to the Owner at law or in equity. If litigation should arise concerning the interpretation or of performance in connection with this Agreement, the prevailing party shall recover from the losing party attorney's fees and costs.**
7. Information has been prepared by Listing Broker 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 the information that Potential Purchaser may need or desire. No representation or warranties are made by Listing Broker or the Owner 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. Potential Purchaser understands these materials are subject to errors, omissions, and changes.

8. Potential Purchaser agrees that this Agreement shall expire after one year of its execution of this Agreement (the "Effective Date). The Potential Purchaser acknowledges that the Property is/are being offered for sale subject to withdrawal of all or part from the market, change in offering price and/or terms, prior sale or rejection of any offer because of the terms offered, or for any other reason whatsoever, without notice. Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.
9. Potential Purchaser acknowledges that Listing Broker and the Owner(s) expressly reserve the right, at their sole discretion, to alter or amend the terms of the Property(s) offering. Owner(s) shall have no legal commitment or obligation to any entity reviewing the Marketing Information or making an offer to acquire the Property(s) unless and until a written Agreement for such acquisition has been fully executed, delivered and approved by the Owner(s) and any conditions to the Owner(s) obligations there under have been satisfied or waived.
10. Potential Purchaser acknowledges that it is not represented by a Co Broker or other representative and No Co-Broke fee shall be paid by Owner or Its Listing Broker in regards to this transaction.

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**Potential Purchaser:** \_\_\_\_\_

Company: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

---

---