



Kalvert Group, Inc.
1957 Lakeside Parkway, Suite 520
Tucker, GA 30084
Facsimile 678-252-1909

Broker Confidentiality & Registration Agreement

PROPERTY: _____

The owner, through Kalvert Group as its representative, has available for review certain information (“Confidential Information” or “Information Materials”) concerning the Property. The Confidential information is intended solely for the Buyers, as identified below, limited use in considering whether to pursue negotiations to acquire the Property. This is not an agreement to sell the Property, nor an offer for sale. No agreement binding upon the Owner of the Property, or any of its associated or affiliated companies shall be deemed to exist, at law or equity, until the Owner of the Property enters into a formal binding agreement of sale. **The undersigned Broker hereby acknowledges all information provided by Owner is for the presentation solely to Buyer as registered below in connection with the possible acquisition of the Property.**

The Confidential information and information materials contain brief, selected information pertaining to the business and affairs of the Owner, and has been prepared by the Owner. Further, informational materials do not purport to be all-inclusive or to contain all the information, which a prospective purchaser may desire. Neither the Owner nor Kalvert Group make any representations or warranties, expressed or implied, as to the accuracy or completeness of the information materials, and no legal liability is assumed or to be implied with respect thereto.

By executing this Confidentiality Agreement, the undersigned Broker and Buyer agree that the information provided is confidential, that it will be held and treated in the strictest confidence, and that the undersigned will insure that the information will not be disclosed or permit to anyone else to disclose the information to any person, firm, or entity without prior written authorization of the Owners through its representative, Kalvert Group, except that the information may be disclosed to partners of , employees of, legal counsel of, and lenders to the undersigned, or pursuant to court order. Further, the undersigned Broker acknowledges that no portion of the informational materials will be photo copied, reprinted, released, or reprinted in any format for the benefit of any party, report, or presentation other than the Buyer as identified below.

The Owner of the property expressly reserves the right, in its sole discretion, to reject any and 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 acquisitions negotiations, the undersigned agrees to return the Informational Materials to Kalvert Group upon request within 5 business days.

The undersigned Broker acknowledges and agrees that said Broker will officially register each Buyer, and thus the Buyer as identified below, with Kalvert Group **before** the Client is presented with any informational materials on each and every property Kalvert Group offers for sale. If clients are not

registered according to these guidelines, the **Broker will not** be protected for compensation for their services.

The undersigned agrees on behalf of itself, its affiliated corporations and their respective directors, officers, employees, and each one of them, individually, that in the event there is a breach of this agreement, the seller shall be entitled to an immediate injunction ex-parte against further breach and to all other remedies permitted at law of equity.

The undersigned agrees that they shall NOT visit the site; nor shall they make phone calls to the site making references to the property being offered for sale; nor shall they make known to other parties that the property being described in the informational package is being considered for sale or purchase, unless they have prior written permission of Kalvert Group.

The undersigned agrees that he/she will not contact the seller, his employees, officials, agents, attorneys or representatives, unless authorized to do so by Kalvert Group for a period of one (1) year from the conclusion of the relationship between the parties.

If legal action or other proceedings of any kind are brought for the enforcement of this agreement or because of an alleged breach, default, or other legal dispute in connection with any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and all other reasonable costs incurred in prosecuting or defending such action or proceeding.

This agreement shall be governed by the laws of the State of Georgia, and shall be binding on each party. And shall be modified only in writing signed by the party whom enforcement is sought.

All prior representations, whether written or oral, are incorporated herein.

Selling Broker:

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 20_____.

Signature _____.

Name (printed) _____ Company: _____

Title: _____ Address: _____

EMail: _____

Phone No. _____ Fax: _____

Buyer Representation (Please Print)

ACCEPTED AND AGREED THIS _____ DAY OF _____, 20_____.

Name (printed): _____ Notary Seal:

Company: _____