

401 Moreland Avenue / Brewhouse

Confidentiality and Registration Agreement

401 Moreland Avenue + 1185 Euclid Ave, Atlanta, GA 30307 (defined as the "Property")

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to for the benefit of **Moreland-Euclid, LLC** ("Seller"), Atlanta Leasing Associates, LLC dba Atlanta Leasing & Investment ("Agent") by the undersigned receiving party ("Receiving Party") who hereby registers its interest in purchasing the above referenced property ("Property") and by the undersigned cooperating broker ("Cooperating Broker") who is representing the Receiving Party with regard to its interest in acquiring the Property from Seller.

The Property is being marketed exclusively by Agent. Cooperating Broker has been specially authorized to disclose information about the Property to undersigned Receiving Party only.

THEREFORE, in consideration of the privileges granted to Receiving Party and Cooperating Broker with respect to receiving certain confidential information the Receiving Party and Cooperating Broker hereby agrees with Seller and Agent as follows:

1) Confidential Materials: Receiving Party has requested from Agent, via Cooperating Broker, verbal and written information ("Investment Memorandum and Offering Package"), and Agent is willing to provide Cooperating Broker and Receiving Party with the requested Investment Memorandum and Offering Package for Receiving Party's use and tour the Receiving Party through premises, provided that Receiving Party and Cooperating Broker execute and deliver this Agreement as a condition to the release of the Investment Memorandum and Offering Package to Receiving Party. The Investment Memorandum and Offering Package contain documents, reports and other confidential and/or proprietary information in Seller's possession (collectively, the "Confidential Materials") with respect to the Property. The term "Confidential Materials", as used herein, shall include, without limitation, all confidential or proprietary written, recorded electronically or oral information or data, including without limitation research, developmental, zoning, land use, title, engineering, manufacturing, environmental, technical, marketing, sales, financial, operating, performance, cost, or other business information or data, whether such confidentiality or proprietary status is indicated orally or in writing or in a context in which Seller reasonably communicated, or Receiving Party and Cooperating Broker should reasonably have understood, that the information should be treated and held as strictly confidential, whether or not the specific words "confidential" or "proprietary" are used.

2) Inspection of Materials: The Confidential Materials shall be received for use by Receiving Party and Cooperating Broker only in accordance with the following procedures: (a) Receiving Party and Cooperating Broker shall keep the Confidential Materials confidential and shall use the Confidential Materials solely for the purpose of (i) evaluating the suitability of the Property for purchase and for no other purpose; (b) neither Receiving Party, Cooperating Broker nor its affiliates, directors, officers, partners, employees, agents, advisors, attorneys, accountants, consultants, bankers, financial advisors or clients (collectively, "Representatives") shall make any reproduction of the Confidential Materials (other than handwritten summaries or notes or self-generated computer records) except for the express purpose of evaluating the Property for purchase; and (c) Receiving Party may disclose the Confidential Materials only to Representatives (including those of its affiliates) on a "need to know" basis only. Cooperating Broker may disclose the Confidential Materials to Receiving Party only; and (d) Receiving Party and Cooperating Broker shall return all Confidential Materials (including all copies thereof) to Agent within 20 days of receipt by Receiving Party of a written request therefore. Prior to receipt of any Confidential Materials, Receiving Party and Cooperating Broker shall require their respective Representatives to agree to be bound by the terms of this Agreement. Receiving Party and Cooperating Broker shall be jointly and severally responsible for any breach of this Agreement by any of their Representatives. If the Receiving Party elects not to pursue negotiations for acquiring the Property, then the Seller and Agent request that all Confidential Materials be returned to the Agent immediately.

3) No Representations or Warranties: The information provided has been gathered and collected from sources that are deemed to be reliable, however, the Seller and Agent do not warrant or represent that the information is true and/or correct. It does not purport to be all inclusive or to contain all the information which a prospective purchaser may desire. Receiving Party and Cooperating Broker acknowledge and understand that the Confidential Materials may have been prepared by parties other than the Seller and that neither Seller nor its Agent makes any representation or warranty whatsoever, express or implied, with respect to the content, completeness, or accuracy of the Confidential Materials. Receiving Party and Cooperating Broker hereby release Seller and Agent acting in their corporate or any other capacity, and Seller's and Agent's respective agents, employees, contractors, officers, directors, and representatives, from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees, whether suit is instituted) assessed against or incurred by Receiving Party or Cooperating Broker in either of their reliance upon or action taken based upon the Confidential Materials. Nothing in this Agreement shall give Receiving Party or Cooperating Broker any rights, title, license or interest whatsoever in or to the Confidential Materials (which shall remain at all times the property of Seller).

Receiving Party and Cooperating Broker are advised to verify all information independently. The Seller reserves the right to change the price, or any information in the Confidential Materials or to withdraw the property from the market at any time for any reason. The Confidential Materials shall not be deemed to represent that 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 and or tenants since the date of preparation of the Confidential Materials.

4) Indemnification: Receiving Party and Cooperating Broker shall jointly and severally defend, indemnify and hold harmless Agent from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees, whether or not suit is instituted) asserted against or incurred by Seller, as a result of any violation of, or failure to comply with, the provisions of this Agreement by Receiving Party, its Representatives or Cooperating Broker.

5) Default: If Seller determines that Receiving Party, any of its Representatives or Cooperating Broker has defaulted under or has breached any provision of this Agreement, Seller may in its sole and absolute discretion, refuse to consider a bid from Receiving Party (or any client or affiliate of Receiving Party). This right shall be available in addition to, not in lieu of, any other legal or equitable right or remedy to which Seller is entitled on account of Receiving Party or and Cooperating Broker's default of any of the provisions of this Agreement, including, without limitation, the seeking of an injunction to prevent breaches of this Agreement and an order compelling specific performance of this Agreement. Seller shall not be deemed to have waived any rights or remedies on account of its failure, delay, or forbearance in exercising any such right or remedy in a particular instance.

6) Disclaimer: Both the Receiving Party and the Seller agree that either party reserves the right in its sole and absolute discretion, to not make or reject any or all proposals, to decline to furnish further Information and either party can terminate discussions and negotiations with the other at any time. The exercise by either party of these rights shall not affect the enforceability of any provision of this Agreement.

7) Notice: All notices, waivers, demands, requests or other communications required or permitted by this Agreement (collectively, "Notices"), to be effective shall be in writing, properly addressed, and shall be given as follows by (a) personal delivery, (b) established overnight commercial courier with delivery charges prepaid or duly charged, or (c) registered or certified mail, return receipt requested, first class postage prepaid, as follows:

If To Seller's Agent:
Atlanta Leasing & Investment
328 Mell Avenue, Bldg E
Atlanta, Georgia 30307
Attn: David Aynes

If To Receiving Party: Postal Address Written on Page 3 of this agreement.

If To Cooperating Broker: Postal address written on Page 3 of this agreement.

or to any other address or addressee as any party entitled to receive notice under this Agreement shall designate, from time to time, by notice given to the others in the manner provided in this Section 7. Notices thus given by personal delivery shall be deemed to have been received upon tender to the respective natural person named above. Notice thus given by overnight courier shall be deemed to have been received the next business day after delivery to such overnight commercial courier. Notice thus given by mail shall be deemed to have been received on the second (2nd) day after deposit into the United States Postal System. All copies to the respective persons or entity(ies) listed above to receive copies shall be given in the same manner as the original Notice, and such giving shall be a prerequisite to the effectiveness of any Notice.

8) Termination: The confidentiality restrictions in this Agreement shall terminate upon the purchase of the Property by Receiving Party. Regardless of any purchase, however, any claim by Seller based on (a) a breach of or default under any provision of the Agreement or (b) the indemnification in Section 4 shall not be extinguished unless waived by Seller in writing.

9) Acting as a Principal Only: Receiving Party herewith confirms and agrees that it is acting as a principal only, and not as a broker, in the contemplated transaction. Receiving Party acknowledges that the Seller has retained Atlanta Leasing Associates, LLC as its sole broker in connection with the sale of the Property.

10) Cooperating Broker: Cooperating Broker is representing Receiving Party and Receiving Party only with regard to its interests in acquiring the Property from Seller. In the event of a sale of the Property to the Receiving Party, Seller shall pay to Cooperating Broker at closing a brokerage commission as negotiated in the context of a binding PSA in consideration for Cooperating Broker's services rendered. Cooperating Broker agrees that no fee, commission or any other compensation of any kind shall be deemed earned by or payable to Cooperating Broker unless Property is closed upon by Receiving Party.

11) Entire Agreement: This Agreement represents the entire agreement between Receiving Party, Cooperating Broker, Seller and Agent relating to the receipt and use of any Confidential Materials which Receiving Party or Cooperating Broker have obtained,

whether prior to or after the execution of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

RECEIVING PARTY:

Company: _____
Address: _____

Phone: _____
Email: _____
Principal: _____
(Print name)
Title: _____
Signature: _____
Date: _____

COOPERATING BROKER:

Company: _____
Address: _____

Phone: _____
Email: _____
Authorized Signatory: _____
(Print name)
Title: _____
Signature: _____
Date: _____

PLEASE RETURN TO DAVID AYNES VIA EMAIL: DAVID@ATLANTALEASING.COM

IF THERE IS A PROBLEM WITH TRANSMISSION, DAVID CAN BE REACHED AT 404-348-4448 ext 2