

Registration and Confidentiality Agreement

Property ID: 2415 Highschool Avenue, Concord, CA

Newmark Cornish & Carey ("NCC") has been retained as the Exclusive Agent of the owner of the referenced Property (the "Owner") to offer for sale the property identified above (the "Property"). The Owner requires that all communications regarding the Property be directed to Forrest Gherlone and Rick Steffens of NCC. Each prospective Purchaser ("Purchaser") shall agree to this Registration Agreement. The Agreement shall be valid for one year from the date of Execution of the Purchaser below.

1. NCC has available for review certain information concerning the Property (collectively "Information Materials"). NCC may disclose the Informational Materials to potential purchasers only upon receipt of this Agreement executed by the potential Purchaser, and then subject to the following conditions:
2. All Informational Materials shall continue to be the property of the Owner and NCC. The Informational Materials will be used solely for the purpose of the Purchaser, and sent only to Purchaser, and may not be duplicated without NCC's written consent and must be returned to NCC immediately upon NCC's request.
3. The Informational Materials may only be disclosed to the Purchaser's partners, employees, legal counsel and lenders ("Related Parties") for the purpose of evaluating the potential purchase of the Property. Purchaser will (i) inform all Related Parties of the confidential nature of the Informational Materials and the other provisions of this Agreement, (ii) direct all Related Parties to keep all such information in the strictest confidence and to use such information only for the purpose of assisting or advising Purchaser in evaluating the Property, and (iii) be responsible for the failure by any Related Party to maintain the confidence of the Informational Materials or for the breach of this Agreement by any Related Party. Purchaser will take all necessary action to safeguard the Informational Materials from disclosure except as expressly permitted hereby.
4. The Purchaser understands and acknowledges that NCC and the Owner make no representation or warranty as to the accuracy or completeness of and do not guarantee the Informational Materials. The Purchaser must independently verify all information relating to the property prior to making a commitment to purchase.
5. The Purchaser indemnifies and holds harmless NCC and the Owner and their affiliates, successors and assigns against any loss, liability or expense, including attorney's fees, arising out of any breach of any terms of this Agreement.
6. The Property is subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer for any reason or no reason without notice.
7. This registration shall relate only to 2415 Highschool Avenue only, and not to any other Property or transaction.

Return to: Forrest Gherlone 1333 N. California Blvd., Suite 343, Walnut Creek, CA 94596. Email: fgherlone@newmarkccarey.com

ACCEPTED & AGREED: THIS _____ DAY OF _____, 2017

Purchaser: _____
Signature: _____
By: _____
Phone: _____
Email: _____