

**KLINE SCOTT VISCO
COMMERCIAL REAL ESTATE, INC.
CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT (“AGREEMENT”) is made and agreed to by _____ (“Purchaser”) and Kline Scott Visco (“Broker”) regarding the Eight (8) properties known as The Estate of Anson Smith Properties, Frederick, Maryland. (the “Properties”). This obligation of confidentiality undertaken pursuant to this Agreement shall survive any future agreement with the Owner/Trustee.

Purchaser has requested information from Broker for evaluating the Property for purchase. The Owner/Trustee has provided the Broker with information concerning the Property, much of which is highly confidential, only to those parties that Kline Scott Visco, has agreed to in writing prior to the disbursement of any information.

THE PARTIES AGREE TO THE FOLLOWING, in consideration of the covenants and agreements contained herein:

- 1. Purchaser will not disclose, permit the disclosure of release, disseminate or transfer, any information obtained hereunder (“Marketing Information”) to any person or entity that has not been approved and agreed to in writing by Kline Scott Visco.**
- 2. The person(s) signing this Agreement on Purchasers behalf will take all appropriate precautions to limit the dissemination of the Marketing Information only to those persons who have need to know of the marketing information and who are specifically aware of the Agreement and agree to honor it.**
- 3. This Agreement applies to all Marketing/Income/Expense Information received from Owner, now or in the future, which is not readily available to the general public**
- 4. Purchaser understands that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner/Trustee.**
- 5. All information shall be used for the sole purpose of evaluating the Property and it shall not at any time or in any manner, be used for any other purpose.**
- 6. Purchaser or any other party shall not contact directly any persons concerning the Property, other than Kline Scott Visco, without written permission from Broker. Such persons include, without limitation, Owners employees, suppliers, lenders and tenants.**
- 7. Broker makes not representations or warranties, express or implied, as to the accuracy or completeness of any marketing information provided by them. Purchaser assumes full and complete responsibility for reconfirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.**
- 8. The Persons signing on behalf of Purchaser represents that they have the authority to bind the party for whom they sign.**
- 9. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.**
- 10. This Agreement shall have a term of Twelve (12) months from the date executed below.**

PURCHASER ACCEPTED & AGREED

BUYER ACCEPTED & AGREED

Signature: _____ Date: _____

Signature: _____ Date: _____

Name: _____

Name:

Telephone: _____

Telephone:

Email: _____

Email:

RETURN TO: Maribeth Visco mb@klinescottvisco.com 301-694-8444

MODIFICATIONS TO THIS DOCUMENT WILL NOT BE ACCEPTED WITHOUT WRITTEN CONSENT FROM EXCLUSIVE LISTING BROKER. MODIFICATIONS MADE WITHOUT CONSENT WILL VOID THE TERMS OF THIS AGREEMENT.