

You (the "Broker") have advised Saugatuck Commercial Real Estate, LLC (SCRE) that you wish to register a client with respect to the potential purchase of the above referenced Property. SCRE has been retained on an exclusive basis for the sale of 1010 Sumer Street including a 29,593 SF three-story office building with ground floor lobby and two levels of covered and uncovered parking on a parcel of land totaling .45 acres in Stamford, Connecticut (the "Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to SCRE. All fees due SCRE, in connection with the sale of the Property shall be paid by the Owner.

SCRE has available for review certain information concerning the Property which includes brochures and other materials (collectively "Confidential Information"). SCRE will not make such Confidential Information available to the Broker or the Registered Potential Purchaser unless and until the Broker and the Registered Potential Purchaser have executed this agreement. On behalf of the Owner, SCRE is prepared to consider the Broker's registration of the undersigned principal (the "Registered Potential Purchaser"). Upon SCRE's receipt of this executed agreement, SCRE will consider providing the Confidential Information for the Registered Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Confidential information relating to the Property, which may be furnished to the Broker and the Registered Potential Purchaser by SCRE, shall continue to be the property of the Owner and SCRE. The Confidential Information will be used by the Broker solely for the purpose of presenting same to the Registered Potential Purchaser and may not be copied or duplicated without SCRE's written consent and must be returned to SCRE, immediately upon SCRE's request or when the Registered Potential Purchaser terminates negotiations with respect to the Property.
2. Neither Broker nor the Registered Potential Purchaser will disclose the Confidential Information to any person other than the Registered Potential Purchaser, unless SCRE has approved in writing such disclosure, provided, however, that the Confidential Information may be disclosed to the Registered Potential Purchaser's partners, employees, legal counsel, and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property. The Registered Potential Purchaser and such Related Parties shall be informed by the Broker of the confidential nature of the Confidential Information and must agree to keep all Confidential Information strictly confidential in accordance with this agreement. The Broker shall be responsible for any violation of this provision by the Registered Potential Purchaser or Related Party.
3. The Registered Potential Purchaser authorizes the Broker to represent it as its broker with respect to the purchase of the Property. The Registered Potential Purchaser agrees to pay any and all compensation claimed by Broker, and both the Registered Potential Purchaser and the Broker, hereby agree to indemnify SCRE and the Owner against any compensation, fee, loss, liability or expense, including attorney's fees, arising from claims by Broker or any other party the Registered Potential Purchaser or Broker has had dealings with, excluding SCRE in connection with the proposed transaction. The Broker agrees it will not look to SCRE or the Owner for any compensation in connection with the proposed transaction and the Broker agrees it will not discuss the Property with any other party other than the Registered Potential Purchaser and that it will not distribute the Confidential Information or excerpts to any other party. The Registered Potential Purchaser acknowledges that it is a principal in connection with the purchase of the Property and the Registered Potential Purchaser hereby agrees that it will not look to the Owner or SCRE for any commissions, fees or other compensation in connection with the sale of the Property. Additionally, the Registered Potential Purchaser acknowledges that they have not had any discussions regarding the Property with any broker or agent other than SCRE and the Broker.
4. The Broker represents and covenants that it is, and at the time of the consummation of any sale of the Property to the Registered Potential Purchaser will be, a duly licensed real estate broker in the State of Connecticut.
5. The Broker and the Registered Potential Purchaser understand and acknowledge that SCRE and the Owner do not make any representation or warranty as to the accuracy or completeness of the Confidential Information and that the information used in the preparation of the Confidential Information was furnished to SCRE by others and has not been independently verified by SCRE and is not guaranteed as to completeness or accuracy. The Broker agrees that neither SCRE nor the Owner, shall have any liability for any reason to the Broker or the Registered Potential Purchaser or Related Parties resulting from the use of the Confidential Information.



Broker Confidentiality and Registration Agreement

1010 Summer Street, Stamford, CT

6. The Broker and the Registered Potential Purchaser hereby jointly and severally indemnify and save harmless SCRE and the Owner and their respective affiliates and successors and assigns against from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Broker or, Registered Potential Purchaser, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property to the Registered Potential Purchaser.

7. The Broker and the Registered Potential Purchaser acknowledge that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. Broker and the Registered Potential Purchaser acknowledge that the Property is being offered without regard to race, creed, sex, religion or national origin.

If in agreement with the foregoing, please return a fully executed copy by email to Penny P. Wickey at pwickey@saugatuckcommercial.com

REGISTERED BROKER:

ACCEPTED AND AGREED TO THIS _____ OF _____, 2017

Signature _____
Print Name _____
Company _____
Street Address _____
City, State Zip _____
Phone _____
Email _____

REGISTERED POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO THIS _____ OF _____, 2017

Signature _____
Print Name _____
Company _____
Street Address _____
City, State Zip _____
Phone _____
Email _____