

REGISTRATION & CONFIDENTIALITY AGREEMENT

In consideration of Listing Broker ("Byrd Real Estate Group, LLC") providing a Prospective Lessee and/or Leasing Broker with certain confidential and proprietary information for <u>a restaurant facility in Spokane Valley, WA (the "Business")</u>, all parties hereby agree and acknowledge the following:

- 1. That all information furnished to Broker and/or Registered Lessee will be deemed confidential, and all parties agree not to disclose any such information to any other person, except to secure the advice and recommendations of their advisors. This agreement is exclusive to the Lessee listed below, and Broker will not solicit, nor share information with, any other prospective Lessees without the express written consent of Seller. Any information obtained by any party shall not be used to the detriment of **Business & Property Owner** and/or Property. The terms and conditions of this Agreement are binding on the Advisors, heirs, successors, and assigns of the parties to it. All information may be disclosed to the Registered Lessees Advisors for the purpose of evaluating a possible Lease of the Property by the Registered Lessee. The Advisors shall be informed by Registered Lessee of the confidential nature of such information and shall be directed by Registered Lessee to treat such information with strict confidence. The obligations of confidentiality set forth in this Agreement shall not apply to any part of the Confidential Information which: 1) is or hereafter comes into or becomes part of the public domain other than by breech of the Agreement; 2) was in the possession of undersigned at the time of this Agreement; or 3) is received from a third party under no obligation of confidentiality to the parties herein or their client companies with respect thereto. The undersigned agree that any unauthorized disclosure will constitute a material breach of duty owed to the other parties.
- 2. Not to contact Property owner, its employees, suppliers, customers or perspective tenant(s) except through Broker, which all parties acknowledge is the agency first providing such information. All correspondence, inquiries, offers to lease or purchase, negotiations, and closings relating to the Lease of the Property will be conducted exclusively through Broker.
- 3. AGENCY DISCLOSURE. At the signing of this agreement, the Broker may be acting as dual agent. Each party signing this agreement confirms that prior oral and/or written disclosure of agency was provided to him/her in this transaction.
- 4. The parties understand that the information provided by the Lessor to the Registered Lessee via Broker has not been verified by Broker for its accuracy, and that such information may not be complete or may not provide all the information that is necessary to accurately evaluate the condition of Property. The Registered Lessee understands that they can ask Broker to obtain information from the Lessor, and that the Lessor will endeavor to provide all such information reasonably requested. Broker will not verify the accuracy or completeness of the information provided. The Registered Lessee will rely on their own investigation to determine whether they ultimately wish to Lease the Property, and agree to release and/or hold Brokers, their agents, and/or employees harmless against any action, claims, demands, or damages against that company by reason of the inaccuracy or incompleteness of any information provided to the Registered Lessee with respect to the Business and/or Property they might lease.
- 5. In the event the Registered Lessee elects not to lease the Property, they will promptly notify the Broker and immediately return all information provided to them.

Registered Lessees Signature	Date	
Lessees Name	Work Phone	Fax
Address	City/State/Zip	
Listing Broker	Date	
Brokers Name	Work Phone	Fax
Address_	City/State/Zip	
Leasing Broker	Date	
Brokers Name	Work Phone	Fax
Address	Citv/State/Zip	