

 **MACKINTOSH, INC.**
COMMERCIAL BROKERAGE

To: Nancy Green

262 West Patrick Street, Frederick, Maryland 21701

Office: (240) 529-0135

Cellular/Pager: (301) 748-3321 Toll Free: 1-800-727-7653

FAX Back To: (301) 846-4317 (No Cover Page Required)

Property Identification: The Libertytowne Shopping Center, Frederick, MD

CONFIDENTIALITY AGREEMENT

It is expressly understood by the Buyer and any Buyer's Representative or Agent (collectively referred to as the "Buyer") that the availability of the referenced Property for sale is CONFIDENTIAL and shall not be discussed with and/or disclosed to any other party. Buyer warrants and represents that he has not retained a real estate brokerage firm other than the Agent named below with respect to this Transaction. Mackintosh, Inc. Realtors (hereafter referred to as the "Broker") is acting as an agent for the Owner and will be compensated by the Owner in accordance with a separate agreement.

The undersigned agrees to keep completely confidential all names of any corporations, organizations, individuals or groups of individuals introduced by Broker regarding this property; not to disclose any facts learned about the Property to any third party; and not to use the information and/or records about this Property for competitive purposes in any business, present or future. The disclosure of such information to others could cause a loss of business, and/or create injury to employee/employer relationships.

The Broker, or its Agent, in introducing the undersigned to the Property by fax, e-mail transmission and or physical showing to the Buyer, has fulfilled its primary brokerage function, and if the undersigned offers the Property to any third party, and that party subsequently purchases it without going through Broker within three hundred sixty-five (365) days from this date, the undersigned will pay as consideration to Broker an amount equal to the actual commission due Broker from the Owner.

Neither the undersigned - nor any of its principals, officers, or agents - will circumvent this introduction, and further agrees not to make any contact directly or indirectly with the Owner or attempt to otherwise deal with any party revealed by Broker. Should such contact or circumvention result in a sale, merger or exchange of the property in question, the undersigned agrees to pay as consideration to Broker an amount equal to the actual commission due to Broker from the Owner.

The Owner may furnish, at its discretion, certain proprietary information to Buyer which Buyer agrees to hold in strictest confidence. Buyer recognizes the significance of this data to the value of the Property and understands that he may employ independent accountants and legal counsel throughout the transaction and that such persons will also be bound by the terms of this Confidentiality Agreement.

Buyer's Signature: _____ **Company:** _____

Print Name: _____ **Address:** _____

Phone: _____ **E-mail:** _____

Date: _____ **Agent's Name:** _____

Agent's Signature: _____