

**CONFIDENTIALITY AGREEMENT FOR SIGNATURE BY PROSPECTIVE PURCHASER**

**Stream Realty Partners, Charlotte - L.P.  
("Stream Realty Partners")  
1930 Camden Road, Suite 200  
Charlotte, NC 28203**

*\*September 2021\**

**Attention: Stream Capital Markets Group - Southeast**

**RETURN VIA:**

**E-mail: [jared.londry@streamrealty.com](mailto:jared.londry@streamrealty.com) &  
[alex.olfofon@streamrealty.com](mailto:alex.olfofon@streamrealty.com)**

**RE: The Park 37 Office Portfolio, Greenville, South Carolina (the "Property")**

This will serve to confirm our understanding and agreement concerning certain material, data and information (herein "Evaluation Material") which you will make available to us in connection with a possible purchase by us of the Property. The term "Evaluation Material" does not include information that (a) is already in our possession (other than information previously furnished to us by you or your agents), provided that such information is not known by us to be subject to another agreement or obligation of confidentiality, (b) is or becomes generally available to the public other than as a result of a disclosure by us or our agents, representatives, consultants, members, partners, officers, advisors, legal counsel, potential lenders, affiliates, or employees (collectively "Representatives"), (c) becomes available to us on a non-confidential basis from a source other than you or your agents or advisors, provided that such source is not known by us to be bound by an agreement or other obligation of confidentiality, or (d) was or is hereafter developed by us or on our behalf without violating any of the confidentiality provisions hereunder. You are prepared to furnish us with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to you. Therefore, as a prerequisite to your furnishing to us the Evaluation Material, we hereby represent and agree as follows:

1. The Evaluation Material furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker or agent for any other person. Therefore, we agree to keep all Evaluation Material confidential; provided however, that any of such Evaluation Material may be disclosed to our Representatives who need to know such information for the purpose of assisting us with our possible purchase of the Property. We will notify the Representatives of the confidential nature of the Evaluation Material and of the terms of this agreement and will obtain from such Representatives their express agreement to comply with the terms of hereof prior to furnishing them Evaluation Material.
2. Although you have endeavored to include in the Evaluation Material information which you believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither the owner ("Owner") of the Property nor Stream Realty Partners make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material except as set forth in a definitive agreement. We agree that the Owner and Stream Realty Partners shall not have any liability to us as a result of our use of the Evaluation Material except as set forth in a definitive agreement and it is understood that we are expected to perform such due diligence investigations and inspections of the Property as we deem necessary or desirable and as permitted by agreement with the Owner of the Property.
3. If we or any of our Representatives are required by applicable law, regulatory, legal or administrative process, or any other order or mandate of a court or other governmental authority, to disclose all or any portion of the Evaluation Material, the party being requested to make the disclosure will notify, to the extent possible and permitted, you of such process, order, or mandate. In the absence of a protective order, we and our Representatives will disclose only such Evaluation Material as is required by such process, order, or mandate.
4. We acknowledge that Stream Realty Partners has an exclusive listing to sell the Property and Stream Realty Partners will be acting as the Seller's Agent in the transaction, as described in the South Carolina Agency Disclosure Brochure titled "South Carolina Disclosure of Real Estate Brokerage Relationships" provided simultaneously with this agreement. We also represent that no broker or agent represents us or will represent us in any possible transactions involving the Property unless we disclose it in writing to Stream Realty Partners prior to the receipt of the Evaluation Material and that we fully agree to compensate our broker or agent. Neither Stream Realty Partners nor the Owner are responsible for any compensation to be paid to our broker or agent. Except as set forth in a separate written and signed agreement, if any, we will not be liable and hereby expressly disclaim liability for, any claim for broker's fee, finder's fee, commission or other similar compensation in connection with its execution of this agreement.

or otherwise based on any other relationship with or through you and/or the potential transaction contemplated by this agreement (and regardless of whether a broker has facilitated execution of this agreement). In no event will we be liable for payment of any special, indirect, consequential or punitive damages, including lost profits, resulting from or arising out of a breach of this agreement.

5. The execution of this agreement and the delivery and receipt of any Evaluation Material will not constitute an offer, implied or otherwise, to enter into or to negotiate a definitive agreement with respect to the Property, and until such an agreement is executed by the parties, no legally binding agreement related to the Property, other than this agreement, will exist between the parties.
6. Notwithstanding any other provision to the contrary, we and our Representatives are in the business of pursuing opportunities, evaluating, making and managing investments in businesses and/or assets, acquiring businesses and/or assets and engaging in other financial activities or services in the ordinary course of business that may be in competition with you or any of your affiliates, and nothing in this agreement will be construed in any way to limit, restrict or prevent our or our Representatives' right or ability, now or in the future, with respect to pursuing such opportunities, evaluating, making, or managing such investments, effecting such acquisitions or engaging in such activities or services; *provided*, that no Evaluation Material will be used in connection therewith.
7. The terms of this agreement shall terminate as of the date that is the earlier of (a) one year from the date of this agreement or (b) the date of execution of a definitive agreement with respect to the purchase of the Property.

**ACQUISITIONS OFFICER:**

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**ANALYST OR OTHER REQUESTED RECIPIENT:**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**ANALYST OR OTHER REQUESTED RECIPIENT:**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## South Carolina Disclosure of Real Estate Brokerage Relationships

Pursuant to South Carolina Real Estate License Law in S.C. Code of Laws Section 40-57-370, a real estate licensee is required to provide you a meaningful explanation of agency relationships offered by the licensee's brokerage firm. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate brokerage firm. Associated licensees may work only through a broker-in-charge. In other words, when you choose to work with any real estate licensee, your business relationship is legally with the brokerage firm and not with the associated licensee.

A real estate brokerage firm and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic customer services, or through client-level agency representation. The services you can expect will depend upon the legal relationship you establish with the brokerage firm. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a customer or a client.

### **You are a Customer of the Brokerage Firm**

South Carolina license law defines customers as buyers or sellers who choose NOT to establish an agency relationship. The law requires real estate licensees to perform the following basic duties when dealing with any real estate buyer or seller as customers: present all offers in a timely manner, account for money or other property received on your behalf, provide an explanation of the scope of services to be provided, be fair and honest and provide accurate information, provide limited confidentiality, and disclose "material adverse facts" about the property or the transaction which are within the licensee's knowledge.

Unless or until you enter into a written agreement with the brokerage firm for agency representation, you are considered a "customer" of the brokerage firm, and the brokerage firm will not act as your agent. As a customer, you should not expect the brokerage firm or its licensees to promote your best interest.

Customer service does not require a written agreement; therefore, you are not committed to the brokerage firm in any way unless a transaction broker agreement or compensation agreement obligates you otherwise.

### **Transaction Brokerage**

A real estate brokerage firm may offer transaction brokerage in accordance with S.C. Code of Laws Section 40-57-350. Transaction broker means a real estate brokerage firm that provides customer service to a buyer, a seller, or both in a real estate transaction. A transaction broker may be a single agent of a party in a transaction giving the other party customer service. A transaction broker also may facilitate a transaction without representing either party. The duties of a brokerage firm offering transaction brokerage relationship to a customer can be found in S.C. Code of Laws Section 40-57-350(L)(2).

### **You can become a Client of the Brokerage Firm**

Clients receive more services than customers. If client status is offered by the real estate brokerage firm, you can become a client by entering into a written agency agreement requiring the brokerage firm and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this agency relationships disclosure document in a timely manner.

*A seller becomes a client* of a real estate brokerage firm by signing a formal listing agreement with the brokerage firm. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the brokerage firm which becomes the agent for the seller.

*A buyer becomes a client* of a real estate brokerage firm by signing a formal buyer agency agreement with the

brokerage firm. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the brokerage firm which becomes the agent for the buyer.

If you enter into a written agency agreement, as a client, the real estate brokerage has the following client-level duties: obedience, loyalty, disclosure, confidentiality, accounting, and reasonable skill and care. Client-level services also include advice, counsel and assistance in negotiations.

### **Single Agency**

When the brokerage firm represents only one client in the same transaction (the seller or the buyer), it is called single agency.

### **Dual Agency**

Dual agency exists when the real estate brokerage firm has two clients in one transaction – a seller client and a buyer client. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to represent both you and the other client in a disclosed dual agency relationship.

### **Disclosed Dual Agency**

In a disclosed dual agency, the brokerage firm's representation duties are limited because the buyer and seller have recognized conflicts of interest. Both clients' interests are represented by the brokerage firm. As a disclosed dual agent, the brokerage firm and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell. Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

### **Designated Agency**

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the brokerage firm's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to designate a representative for you and one for the other client in a designated agency. Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

### **It's Your Choice**

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself, with or without a transaction broker agreement.
- You can choose to hire the brokerage firm for representation through a written agency agreement.
- If represented by the brokerage firm, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

If you plan to become a client of a brokerage firm, the licensee will explain the agreement to you fully and answer questions you may have about the agreement. Remember, however that until you enter into a representation agreement with the brokerage firm, you are considered a customer and the brokerage firm cannot be your advocate, cannot advise you on price or terms, and only provides limited confidentiality unless a transaction broker agreement obligates the brokerage firm otherwise.

The choice of services belongs to you – the South Carolina real estate customer.

(This Document is Not a Contract: This brochure has been approved by the South Carolina Real Estate Commission for us in explaining representation issues in real estate transactions and consumer rights as a buyer or seller)

The South Carolina Real Estate Commission

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Web Site: <http://lr.sc.gov/POL/REC/>