



MACKENZIE

COMMERCIAL REAL ESTATE SERVICES, LLC

THIRD STREET MARINA

ANNAPOLIS, MD

310-312 THIRD STREET

Please complete the attached Confidentiality and Registration Agreement to obtain a complete Offering Package.

Trish Farrell

Mackenzie Commercial Real Estate Services

410 Severn Avenue

Annapolis, Maryland 21403

410.974.9336

tfarrell@mackenziecommercial.com

DISCLOSURE

Members of the ownership entity of 310-312 THIRD STREET, LLC include licensed real estate salespersons and brokers with the Maryland Real Estate Commission, as well as other unrelated investors.



THE OFFERING

Mackenzie Commercial Real Estate Services, LLC has been retained as the exclusive agent for the sale of the **Third Street Marina**, a waterfront office, restaurant and marina in the Eastport neighborhood of Annapolis, Maryland. We are pleased to offer the unique opportunity to acquire a three-asset property comprised of:

- ▶ 3,512 square foot two-story office building
- ▶ 4,160 square foot upscale restaurant
- ▶ 10 slip (expandable) marina with travel lift



Office Building



Restaurant



Confidentiality and Registration Agreement

_____ (the “Principal”) has advised MacKenzie Commercial Real Estate Services, LLC that it wishes to register with respect to the potential purchase of **The Third Street Marina, Annapolis, Maryland** (“Property”). MacKenzie Commercial Real Estate Services, LLC (the “Broker”) has been retained on an exclusive basis by **310 – 312 Third Street, LLC**, a Maryland Limited Liability Company (“Owner”) with respect to the contemplated sale of such property. The Owner has indicated that all inquiries and communications are to be directed to Broker. Any fees due to Broker in connection with the sale of the property shall be paid by the Owner. The undersigned hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Property and agrees that it will not look to the Owner or MacKenzie for any fees or commissions in connection with the sale of the Property.

Broker has available for review certain information concerning the Property which includes brochures and other materials (collectively “Informational Materials”). Broker will not make such Information Materials available to the Principal until the Principal has executed this agreement. Upon Broker’s receipt of this executed agreement, Broker is prepared to provide the Information Materials for the Principal’s consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Informational Materials, which may be furnished to the Principal, by Broker, shall continue to be the property of the Owner and Broker. The Informational Materials will be used by the Principal solely for the purpose of evaluating the transaction between Seller and Principal and may not be copied or duplicated without Broker’s written consent and must be returned or destroyed immediately upon Broker’s request or when the Principal terminates negotiations with respect to the Property.
2. The Principal will not disclose the Informational Materials to any person unless Broker has approved in writing such disclosure, provided, however, that the Informational Materials may be disclosed to the Principal’s partners, employees, legal counsel and lenders (“Related Parties”), for the purpose of evaluating the potential purchase of the Property. The Principal agrees to keep all Informational Materials strictly confidential in accordance with this agreement.
3. The Principal understands and acknowledges that Broker and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the Informational Materials was furnished to Broker by others and has not been independently verified by Broker and is not guaranteed as to completeness or accuracy. The Principal agrees that neither Broker nor the Owner shall have any liability for any reason to the Principal or Related Parties resulting from the use of the Informational Materials.
4. Principal acknowledges and agrees that in the event of a default by Principal hereunder, immediate and irreparable injury or damage may be caused to Broker and/or Owner, and, as a result thereof, Principal hereby agrees to the immediate passage of an order of specific performance, or for injunctive relief against Principal and in favor of Broker and Owner, as a result of such default. The Principal acknowledges 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

A MacKenzie Company

of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice.

5. Owner has indicated that all inquiries and other communications relating to the Property are to be made directly to Broker. All fees due Broker in connection with the Transaction shall be paid by Owner pursuant to a separate agreement between Owner and Broker. You acknowledge that you are a principal or investment advisor acting in a fiduciary capacity on behalf of a principal in connection with this Transaction and you agree that you will not look to Owner or its parent, advisors, affiliates, shareholders, employees, agents, or consultants (collectively, "Owner Parties") for any commissions, fees, or other compensation in connection with the Transaction. You represent to Owner that you have not had any discussions regarding the Property with any broker or agent other than Broker. You hereby agree to indemnify, defend (with counsel reasonably acceptable to Owner), and hold harmless each of the Owner Parties against any and all costs, causes of action, judgments, losses, liabilities, and expenses (including, but not limited to, attorneys' fees) arising out of, or in connection with, (a) claims by any other broker or other parties claiming to have had dealings with you in connection with the Property (excluding Broker), and (b) any other breach by you of the terms of this agreement.
6. This Agreement shall expire one (1) year from the date of execution.

If the Principal is in agreement with the foregoing, please return this agreement via email either to: Patricia B. Farrell at tfarrell@mackenziecommercial.com

Principal:

Accepted and agreed to this _____ day of _____, 2017

By: _____

Title: _____

Company: _____

Address: _____

Phone #: _____

Email: _____