



RIVERGATE I/4995 LACROSS ROAD Registration, Confidentiality, Non-Disclosure, and Non-Circumvent Agreement

This Registration, Confidentiality, Non-Disclosure, and Non-Circumvent Agreement ("Agreement") entered into as of the ____ day of _____, **2026** ("Effective Date") and the forthcoming investment information ("Information") have been prepared by **Colliers International South Carolina, Inc.** ("Agent"), as the exclusive broker on behalf of **Phoenix Lending, LLC** ("Owner"), and being furnished solely for use by _____ ("Principal") which is interested in the potential purchase of certain real estate known as: **4995 Lacross Road, North Charleston, SC 29406**, and further identified TMS # **472-00-00-005** as set forth on Exhibit "A" attached hereto and made a part hereof (the "Property") as is hereinafter set forth.

Prior to disclosure of Information, Principal hereby agrees to the terms in this entire Agreement as follows:

- 1) The Information contained herein has been prepared to assist interested parties in making their own evaluation of the Property and does not purport to contain all of the information that a prospective purchaser or investor may desire. In all cases, interested parties should conduct their own investigation and analysis of the Property and the data set forth in the Information. Neither the Owner nor Agent make any representation or warranty as to the accuracy or completeness of the Information made available in connection with any investigation of the Property, including any estimates or projections, and Owner and Agent shall not have any liability for any representations (expressed or implied) contained in, or for any omissions from, the Information or any other written or oral communications transmitted to the Principal and its broker/agent (if any) in the course of its evaluation of the Property. The only information that will have any legal effect will be specifically set out in, or as part of, representations and warranties in a definitive written purchase and sale agreement.
- 2) By executing this Agreement, Principal and its broker/agent (if any) agree(s) to keep confidential any Information contained herein or made available in connection with any investigation of the Property. Without limiting the foregoing, the Principal and its broker/agent (if any) acknowledge(s) and agrees that: (1) Owner and Agent will not be subject to any liability based on the Information, errors therein or omissions therefrom, whether Owner or Agent knew or should have known of any such errors or omissions, or was responsible for or participated in its inclusion in or omission from the Information; (2) the Principal and its broker/agent (if any) will not copy, reproduce or distribute to any third party the Information in whole or in part; (3) if the Principal does not wish to pursue the purchase of the Property, Principal and its broker/agent (if any) will return the Information to Owner or Agent as soon as practical, together with any other material relating to the Property which the Principal and its broker/agent (if any) may have received from Agent, or destroy and/or delete all electronic files without retaining any copies thereof; and (4) any proposed actions by the Principal and its broker/agent (if any) which are inconsistent in any manner with the foregoing agreement will require the prior written consent of Owner or Agent.



- 3) Principal and its broker/agent (if any) and any employee, contractor, advisor or agent of Principal and its broker/agent (if any) agree(s) not to contact any of the following related to seeking Information about the Property, either directly or indirectly, without the prior written consent of Agent: Owner's officers, employees, contractor or affiliates; the Owner's Lender; the management company or any onsite management, leasing, maintenance personnel, employees and/or contractors; nor any occupant(s) or tenant(s) at the Property.
- 4) The Owner and Agent reserve the right to negotiate with one or more prospective purchasers/investors at any time and to enter into a definitive agreement for sale of the Property without prior written notice to Principal and its broker/agent (if any) or any other parties. In addition, Owner reserves the right to terminate, at any time, further participation in the investigation and proposal process by any party and to modify procedures, documentation and other procedures without notice and without assigning any reason therefore.
- 5) The Principal hereby agrees it will be negotiating as a principal purchaser, and no agent or broker represents the Principal in this contemplated transaction, other than the broker/agent identified below, if any. If Principal engages any broker/agent to represent Principal regarding a transaction involving the Property after the Effective Date, Principal agrees to pay all commissions, fees, or other compensation to said broker/agent. Further, Principal acknowledges that it has received, read and understands the South Carolina Agency Disclosure Brochure as set forth on Exhibit "B" attached hereto and made a part hereof.
- 6) Non-Circumvention. During the term of this Agreement, and for three (3) years from the Effective Date, the Principal and its broker/agent (if any) agree(s) not to pursue or engage in any transaction involving the Information or the Property, or contact directly or indirectly any party-in-interest relating to the Owner's business or pursue any introduction of any party of interest without the Owner's prior written consent. The Principal and its broker/agent (if any) agree(s) that all communications regarding the Information or the Property, requests for additional information, and discussions or questions regarding procedures will be submitted or directed to the Owner or Agent and not directly with any other party. The Principal and its broker/agent (if any) covenant(s) not to use the Information to the detriment of the Owner and to use it only in connection with its evaluation of the Property. The Owner or Agent shall be present in the engagement of any transaction involving the Property with introduced parties-in-interest by the Principal and its broker/agent (if any).
- 7) The Principal hereby certifies he/she is an authorized signatory of the Principal's entity. All communications, inquiries and requests for Information involving a possible purchase of the Property shall be addressed to: **Reid Davis, SIOR, CCIM, Pete Harper, CCIM, and Cameron Yost, CCIM; Colliers International South Carolina, Inc., 960 Morrison Drive Suite 400, Charleston, SC 29403, or Reid.Davis@colliers.com, Pete.Harper@colliers.com, and Cameron.Yost@colliers.com.**



- 8) This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- 9) This Agreement, in its entirety, will be in full force and effect until the Property is sold, or two (2) years from the Effective Date, whichever is later.

ACCEPTED AND AGREED TO:

PRINCIPAL AND PROSPECTIVE PURCHASER:

_____	_____	
Company Name of Principal	Company Address	
_____	_____	
Typewritten Name of Principal	Telephone Number	
_____	_____	_____
Signature of Principal	Title	Date
_____	_____	
Email Address		

PRINCIPAL'S BROKER/AGENT:

_____	_____	
Company Name of Broker	Company Address	
_____	_____	
Typewritten Name of Broker	Telephone Number	
_____	_____	_____
Signature of Broker	Title	Date
_____	_____	_____
Email Address	License #	State where Licensed

EXHIBIT A

Not to scale; location and dimensions are approximate.

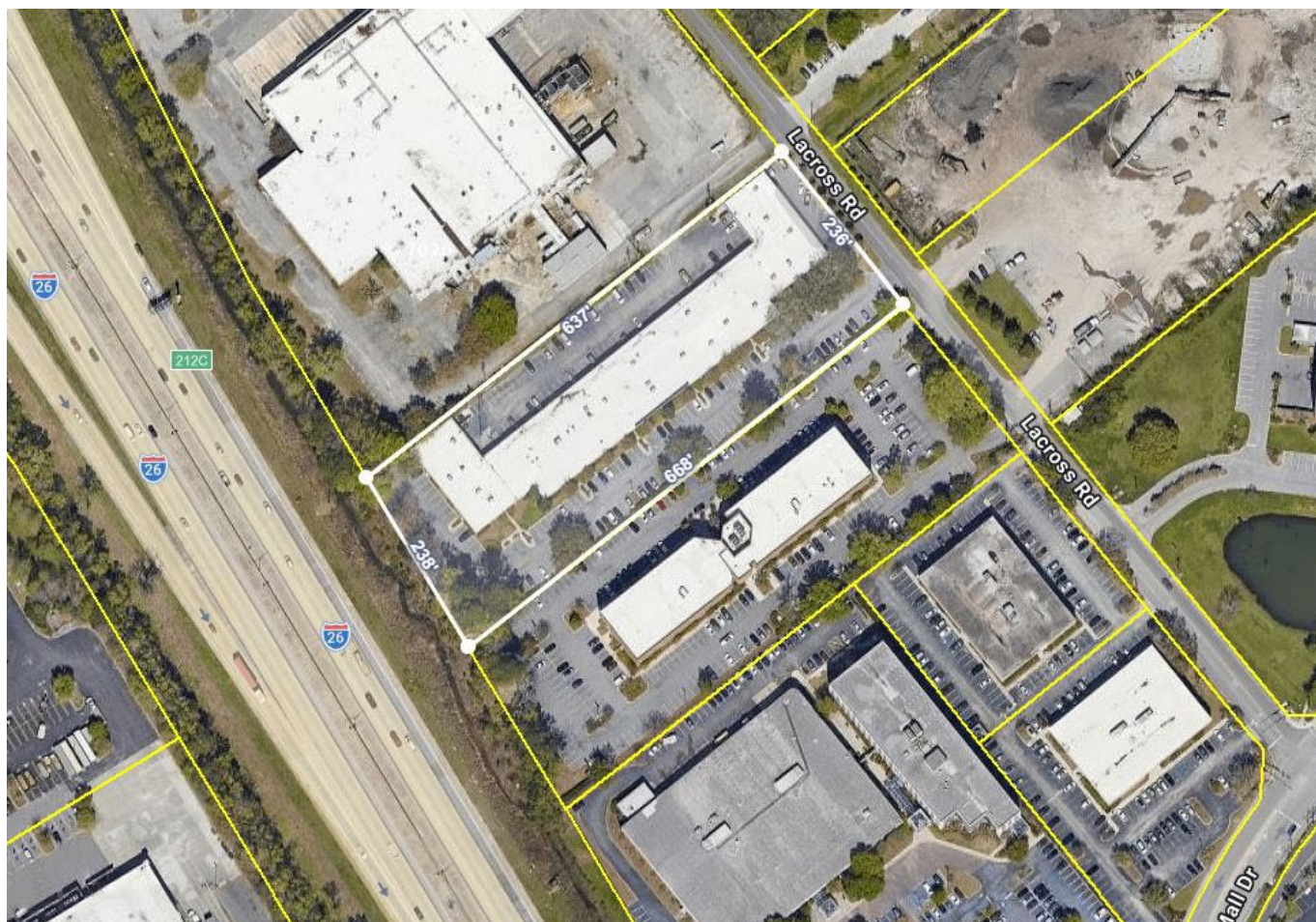


EXHIBIT B
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SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



South Carolina Real Estate Commission
PO BOX 11847, Columbia, S.C. 29211-1847
Telephone: (803) 896-4400 Fax: (803) 896-4427
<http://llr.sc.gov/POL/REC/>

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.



EXHIBIT B
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SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



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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 consumer.

Acknowledgement of Receipt by Consumer:

Signature _____ Date _____

Signature _____ Date _____

THIS DOCUMENT IS NOT A CONTRACT.
This brochure has been approved by South Carolina Real Estate Commission for use in explaining representation issues in real estate transactions and consumer rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.