

**PRP REI, LLC**  
**INVESTMENT PROGRAM**

**CONFIDENTIALITY AGREEMENT**

The Greenwich Group International, LLC ("Agent") has prepared a Confidential Investment Offering Memorandum ("Memorandum") intended solely for your limited use in determining whether you desire to express interest in a joint venture investment in the **PRP REI, LLC INVESTMENT PROGRAM** ("Owner") consisting of an initial recapitalization of five office properties and totaling 831,000 square feet and ongoing investment in future acquisitions. You are obligated and bound by the Confidentiality Agreement executed in connection with your receipt of this Memorandum.

You hereby acknowledge that you are a principal or an investment advisor ("Investor") in connection with the possible investment in the Company and agree that you will not look to Owner or Agent for any fees or commissions in connection with your investment in the Company. You also hereby acknowledge that you have not dealt with any broker, other than Agent, regarding the investment in the Company, or if you have, you hereby agree to indemnify the Owner and Agent against any compensation, liability or expense, arising from claims by any other broker or other party you had dealings with (excluding Agent) in connection with the investment in the Company.

This Memorandum does not purport to provide a complete or fully accurate summary of the Company or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information which prospective buyers may need or desire. All financial projections are based on assumptions relating to the general economy, competition, and other factors beyond the control of the Owner and, therefore, are subject to material variation. This Memorandum does not constitute an indication that there has been no change in the business or affairs of the Company since the date of preparation of this Memorandum. Additional information and an opportunity to inspect the Company and properties will be made available to interested and qualified prospective investors.

Neither Owner nor Agent nor any of their respective officers, agents or principals has made or will make any representations or warranties, express or implied, as to the accuracy or completeness of this Memorandum or any of its contents, and no legal commitment or obligation shall arise by reason of the Memorandum or its contents. Analysis and verification of the information contained in the Memorandum is solely the responsibility of the prospective investor, without any representations as to the environmental condition.

Owner and Agent expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers to invest in the recapitalization assets or future acquisition properties and/or terminate discussions with any entity at any time with or without notice. Owner has no legal commitment or obligations to any entity reviewing this Memorandum or making an offer to invest unless and until such investment is approved by Owner in its sole discretion, a written agreement for investment has been fully executed, delivered, and approved by Owner, its legal counsel and any conditions to the Owner's obligations thereunder have been satisfied or waived.

This Memorandum and its contents, except such information which is a matter of public record or is provided in sources available to the public (such contents as so limited herein called the "Contents"), are of a confidential nature. By accepting this Memorandum, you agree that you will hold and treat the Memorandum and the Contents in the strictest confidence, that you will not photocopy or duplicate the Memorandum or any part thereof, that you will not disclose the Memorandum or any of the Contents to any other entity (except for your employees, contractors, investors and outside advisors retained by you or to third-party institutional lenders for financing sought by you, if necessary, in your opinion, to assist in your determination of whether or not to make a proposal) without the prior authorization of the Owner or Agent, and that you will not use this Memorandum or any of the Contents in any fashion or manner detrimental to the interest of the Owner or Agent.

Acknowledged and Agreed to: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

Phone and Fax: \_\_\_\_\_

**In order to receive a confidential offering memorandum, please complete this form and email it to the attention of Duke Fairchild in our Washington, DC Office at: [duke.fairchild@greenwichgrp.com](mailto:duke.fairchild@greenwichgrp.com)**