

CONFIDENTIALITY AGREEMENT for Moses Lake Boat & RV Storage
"The Property" - 3902 Highway 146 N Texas City, TX 77590

You have requested information for evaluating the potential purchase of the Property. Information may be provided to you if you agree to the following conditions. By signature below, you certify that you understand and agree to the following conditions (the "Conditions"):

1. Any information concerning the Property which you are provided in any form (the "Information"), and whether from Advisors Commercial RE (Broker), the Owner(s) or any of their officers, agents, employees, or affiliates (collectively the "Seller"), is subject to errors, omissions, changes or withdrawal without notice. Information is not warranted for accuracy or completeness and no legal liability is assumed with respect thereto. The only exceptions to this will be specific representations or warranties, if any, that are made in writing and properly executed by the Owner(s). Any projections should be considered as opinion and are not guaranteed. Information will only be used to evaluate your interest in purchasing the property and for no other purpose.
2. Unless otherwise specifically agreed in a contract executed by the Owner(s) of the Property, the Property is being sold "As Is, Where Is, and With All Faults" and no warranties or representations, expressed or implied, are made concerning its past, present, or future condition, value, or use. Before signing a contract to purchase this or any real estate, the Buyer should carefully inspect the Property and consult engineers, attorneys, and financial experts. Any inspection of the Property by you or your employees or agents is at your risk and you indemnify the Seller from any resulting claims.
3. You agree to not use the Information in any way that is detrimental to Seller or Advisors Commercial RE and except for information generally known to the public; **you will keep the Information confidential. You will not copy or distribute the Information without written authorization from Advisors Commercial RE. You will not attempt to contact the owner without Brokers permission.**
4. The Information may be shared with the people involved in evaluating your potential purchase of the Property ("Related Parties") on the condition that you make them aware of this Agreement. Should you distribute Information to anyone else, you agree to be responsible for having him or her sign a copy of this Agreement. Except for the purposes related to your purchase evaluation, you will not copy or distribute the Information without written authorization from Advisors Commercial RE. You agree to not market the Property, and to not disclose to anyone other than Related Parties that the Property is for sale, unless you have received specific written approval from Advisors Commercial RE. You indemnify Seller and Advisors Commercial RE from and against any claims, which result from your distribution of the Information.
5. Neither Seller nor Advisors Commercial RE shall be bound by any agreement unless it is in writing and properly executed by an officer of the company. The Seller retains the absolute right to reject any offer at any time without giving any reason therefore. Advisors Commercial RE exclusively represents the Seller in the sale of this property.

6. The undersigned acknowledges that they are a principal in the transaction and (if applicable) they are being represented by the below mentioned broker as the "buyers broker".
7. The registration shall be for an initial term of ninety (90) days, effective from date prospective purchaser signs below. If negotiations are still in progress at end of initial term, and Buyer's Broker remains actively involved in negotiations, then registration may be extended, only in writing and executed by Broker. If you are a Broker and/or Agent, registering your buyer/client prevents other agents from claiming that buyer as their client for this transaction. It also entitles you to be paid a commission, if any, if your registered client closes on the property through you as the buyer's procuring agent.
8. All previewing, showings, and inspections of this property must be arranged through and approved by Broker. Buyers Broker or Prospective Purchaser shall not contact or disturb any of the tenants for any reason whatsoever.
9. Any "Evaluation Material" (including, but not limited to, the sales brochure, plans, lease summaries that you receive from the Seller shall remain the Property of the Seller and shall be promptly returned upon Seller's request or if you decide to not pursue the purchase of the Property.

AGREED TO AND ACCEPTED: Please sign and email to : Texas1031investments@gmail.com

Purchaser (Sign): _____

Printed: _____

Company: _____

Address: _____ City/State/Zip _____

Phone: _____ Fax: _____ Email Address _____

Buyer's Broker (if applicable): _____

Printed: _____

Company Name: _____

Address: _____ City/State/Zip _____

Phone: _____ Fax: _____ Email Address _____

Advisors Commercial RE

Acceptance: _____