



## GENERAL CONFIDENTIALITY AGREEMENT:

This Agreement is made between (buyer) \_\_\_\_\_ and/or broker \_\_\_\_\_  
\_\_\_\_\_ Individually representing (buyer's company's name)  
\_\_\_\_\_, title \_\_\_\_\_ and or assigns or affiliates.

Buyer's address \_\_\_\_\_ City, \_\_\_\_\_ State \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

(hereinafter referred to as "Prospective Buyer"), and Peter Meyer of Park Brokerage Services and Fredricks Commercial Brokerage, Inc hereinafter referred to as (Agent), working with and or representing various businesses, land and or buildings offered for sale (hereinafter referred to as "the Business"), by various individuals (hereinafter referred to as "Seller"). This Agreement shall apply separately to each Business presented to Prospective Buyer by Agent.

Seller shall permit Prospective Buyer to view the operations of the Business **at a designated time only** in return for his/her guarantee that information obtained from such viewing will be kept confidential and will be used only by prospective Buyer and his or her advisors or investors to evaluate the Business with intent to purchase.

Prospective Buyer agrees not to provide information to any competitor, customer or supplier of Seller without the express written consent of Seller and agrees not to use the information provided to enter into competition with Seller. Prospective Buyer accepts responsibility for keeping confidential all information about the Business other than that which had previously been disclosed to the public through advertising or other means. Information to be kept confidential includes, but is not limited to, financial information, rent rolls, customer lists, suppliers, policies and procedures. **Buyer agrees not to talk to any employees of Seller, without Seller's permission.** Prospective Buyer further agrees not to approach Seller directly, but rather agrees to work through Agent in all dealings with Seller.

**No Representations as to Offering Materials or Condition of Property:** Potential Investor understands and acknowledges that neither Owner nor Agent make any representation or warranty as to the accuracy or completeness of the Offering Materials or the condition of the Property in any manner. The Potential Investor further understands and acknowledges that the information used in the preparation of the Offering Materials was furnished by Owner and has not been independently verified by Agent, and is not guaranteed as to completeness or accuracy. Potential Investor agrees that neither Owner, nor Agent shall have any liability for any reason to the Potential Investor or any of its representatives or Related Parties resulting from the use of the Offering Materials by any person in connection with the sale of, or other investments by Potential Investor in the Property whether or not consummated for any reason. Neither Owner nor Agent is under any obligation to notify or provide any further information to Potential Investor or Related Parties if either Owner or Agent becomes aware of any inaccuracy, incompleteness or change in the Offering Materials.

The undersigned acknowledges that neither Owner nor any person acting on Owner's behalf, has made any representation or warranty as to the accuracy or completeness of the Offering Materials, or the suitability of the information contained therein for any purpose whatever, and any representation or warranty in connection therewith is hereby expressly excluded. The Offering Materials provided to the undersigned are subject to, among other things, correction of errors and omissions, additions or deletion of terms, and withdrawal upon notice. The undersigned agrees that neither Owner, Agent, or any person acting on Owner's or Agent's behalf, shall have any liability to the undersigned resulting from the delivery

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**Fredricks Commercial Brokerage, Inc.**

1535 West Loop South, Suite 250

Telephone: 713-572-3500 Fax: 713-479-9677 pmeyer@fcommercial.com

to, or use by the undersigned of the Offering Materials or otherwise with respect thereto. Potential Investor and Related Parties shall rely only their own due diligence and investigation of the Property, including but not limited to any financial, title, environmental, physical, tenant or any other matters. Potential Investor understands and Prospective Buyer agrees to destroy and/or return all copies of printed materials relating to the Business to Agent if a decision is made not to purchase the business, within fifteen (15) days, if requested, after such decision is made.

This Agreement inures to the benefit of the Seller and shall be enforceable by Agent and Seller by all available legal and equitable remedies. Upon breach of this Agreement, the enforcing party shall be entitled to attorney fees, costs and expenses related to enforcement.

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Are you working with a broker? Yes / No                      Are you a Real Estate Agent/Broker? Yes / No

Do you currently own park properties? Yes / No                      Other investment commercial real estate? Yes / No

Are you looking for a 1031 Exchange? Yes / No                      Do you require financing? Yes / No

Price Range – Under \$500k                      \$500k - \$1mm                      \$1mm - \$3mm                      \$3mm - \$5mm                      Over \$5mm

Property Class \_\_\_\_\_ Cap Rate \_\_\_\_\_ Number of Spaces \_\_\_\_\_

Additional  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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