

# GATEWAY

COMMERCIAL BROKERAGE, INC.

## CONFIDENTIALTY AGREEMENT

**To receive a complete Property Evaluation Package, please sign this agreement and mail, fax or email to to: Michael Nance., Gateway Commercial Brokerage, Inc., P.O. Box 1663, Decatur, AL 35602. FAX (256) 350-9100 michael@gatewaycommercial.net**

It is our understanding that you are willing to enter into discussions and negotiations for the potential acquisition of **Morgan Plaza** located at 240 Highway 31 NW in Hartselle, Alabama (the "Property"). **Gateway Commercial Brokerage, Inc.** has been retained on an exclusive basis by the Owner with respect to the offering for sale of the Property. The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property to be directed to **Gateway Commercial Brokerage, Inc.** All fees due **Gateway Commercial Brokerage, Inc.** in connection with the sale of the Property shall be paid by the Owner.

**Gateway Commercial Brokerage, Inc.** has available for review certain information (collectively "Evaluation Materials") concerning the Property. **Gateway Commercial Brokerage, Inc.** is prepared to provide the Evaluation Materials for your consideration in connection with the possible purchase of the Property subject to the following conditions:

- THIS IS A CONFIDENTIAL OFFERING AND YOU AGREE NOT TO CONTACT OR QUESTION ANY CURRENT TENANTS OF SAID PROPERTY. ANY PERSONAL INVESTIGATION OF SAID PROPERTY IS TO BE CONDUCTED IN A CONFIDENTIAL MANNER.
- Facsimile Transmission - This agreement may be executed and delivered by a party by facsimile transmission, which transmission copy shall be considered an original, and shall be binding and forcible against such party.
- The Evaluation Materials will be used by you solely and may not be copied or duplicated without the written consent of **Gateway Commercial Brokerage, Inc.**
- You will not disclose the Evaluation Materials to any person unless **Gateway Commercial Brokerage, Inc.** has approved in writing such disclosure, provided, however, that the Evaluation Materials may be disclosed to your employees, legal counsel, accounting firms, architects, engineers, financial institutions, environmental consultants, appraisers and investors ("Permitted Parties"), for the purpose of evaluating the potential purchase of the Property.
- You hereby agree to indemnify **Gateway Commercial Brokerage, Inc.** and the Owner against any compensation, fee, loss, liability or expense, including attorney's fees, arising from claims by you or any other party you have had dealings with, excluding **Gateway Commercial Brokerage, Inc.**, in connection with the proposed transaction. You agree that you will not look to **Gateway Commercial Brokerage, Inc.** for any commissions, fee or compensation in connection with the sale of the Property.
- You acknowledge that neither the Owner, **Gateway Commercial Brokerage, Inc.**, nor any other person has made any representations or warranty as to the accuracy or completeness of the Evaluation Materials. 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 of satisfactory credit references, or from any other reason whatsoever, without notice.
- With regard to this transaction, you are representing yourself as a Principal and will not expect any compensation, fee or commission from the Seller or **Gateway Commercial Brokerage, Inc.**

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

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

Print : \_\_\_\_\_ Company Name: \_\_\_\_\_