

# Confidentiality And Conditions Agreement

Acceptance hereof is acknowledgment that the Exclusive Offering Memorandum was prepared solely for the use of prospective investors in determining their intention with respect to the acquisition of **properties viewed within this investment site**.

This presentation was prepared by J Mercer Company, LLC and has been reviewed by the Owner. It contains selected information pertaining to the Property and does not purport to be all-inclusive or to contain all of the information which prospective investors may desire. All financial projections are provided for general reference purposes only in that they are based on assumptions relating to the general economy, competition, and other factors beyond the control of the Owner and J Mercer Company, LLC. Additional information and an opportunity to inspect the property will be made available upon request. Neither the Owner or J Mercer Company, LLC., nor any of their respective directors, officers, or affiliates have made any representation or warranty, expressed or implied, as to the accuracy or completeness of the Presentation or any of its contents. No legal commitment or obligations shall arise by reason of this Presentation or its contents.

Any sketches, plats, or drawings included in the offering are included to assist the reader in visualizing the property. J Mercer Company, LLC has made no survey of the property and assumes no responsibility in connection with such matters.

J Mercer Company, LLC has had neither a legal review relating to title of the Property nor an engineering review with regard to the physical and mechanical integrity of the Property performed, and no representations with respect to either are made hereby. The Property is being sold “as is”, subject to full inspection by the prospective purchaser but without representation and warranties with respect to the physical condition of the Property, and on an “all cash” basis.

The Owner expressly reserves the right, at its discretion, to reject any or all expressions of interest or offers to purchase the Property and/or to terminate discussions with any entity at any time with or without notice. The Owner shall have no legal commitment or obligation to any entity reviewing the Presentation or making an offer to purchase the Property unless and until written agreement(s) for the purchase of the Property have been fully executed, delivered, and approved by the principals of the Owner and any conditions to the Owner’s obligations thereunder have been satisfied or waived.

This Presentation has been prepared for limited distribution on a confidential basis. To respect this desire for confidentiality, the recipient agrees that the Presentation and its contents are of a confidential nature, that the recipient will hold and treat it in the strictest confidence, and that the recipient will not disclose this Presentation or any of its contents to any other entity without the prior written authorization of the Owner and J Mercer Company, LLC., nor will the recipient use the Presentation or any of its contents in any fashion or manner detrimental to the interest of the Owner, its affiliates, or J Mercer Company, LLC. .

In the Presentation, certain documents are described in summary form. The summaries do not purport to be complete nor, necessarily, accurate descriptions of the full agreements involved. The purchaser is expected to review independently all such documents.

All Offering Material concerning the Property furnished to the recipient will be used solely for the purpose of evaluating a possible purchase of the Property. Therefore, the recipient agrees to keep all Offering Material strictly confidential, provided, however, that any of such Offering Material may be disclosed to directors, officers, employees and representatives of the recipient who require knowledge of such information for the purpose of evaluating a possible purchase of the Property (it being understood that such directors, officers, employees and representatives of the recipient shall be informed of the confidential nature of such information and shall be directed to treat such information as strictly confidential).

It shall also be known, and acceptance hereof is acknowledgment that J Mercer Company, LLC., shall be paid a real estate fee for real estate services rendered for Owner.

#### INFORMATION ON BROKERAGE RELATIONSHIPS

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

**IF THE BROKER REPRESENTS THE OWNER:** The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

**IF THE BROKER REPRESENTS THE BUYER:** The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know, because a buyer's agent must disclose to the buyer any material information known to the agent.

**IF THE BROKER ACTS AS AN INTERMEDIARY:** A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- shall treat all parties honestly;
- may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by the Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

TEXAS LAW REQUIRES THAT ALL REAL ESTATE LICENSEE'S PRESENT THIS INFORMATION TO PROSPECTIVE SELLERS, LANDLORDS, BUYERS OR TENANTS.

THE BROKER NAMED BELOW REPRESENTS:  OWNER  BUYER  OWNER AND BUYER

BROKERAGE COMPANY: J Mercer Company, LLC.

BROKER OR SALES ASSOCIATE:

DATE:



**ACKNOWLEDGMENT:** Please acknowledge your receipt of this information, for Broker's records:

\_\_\_\_\_ Date: \_\_\_\_\_

OWNER (LANDLORD) OR BUYER (TENANT) OR AUTHORIZED REPRESENTATIVE

This form is promulgated by the Texas Real Estate Commission for mandatory use by real estate licensees. Brokers must conduct transactions without regard to race, color, sex, religion, handicap, familial status or national origin. TREC AGENCY DISCLOSURE