

**Marcus & Millichap**  
Real Estate Investment Services  
**Confidentiality & Buyside Representation Agreement**

The undersigned, Buyer and/or Broker, acknowledges the request and receipt of certain information and agrees to be bound by such terms and conditions contained herein.

Jesse J. Limon of Marcus & Millichap is providing proprietary information and property information on behalf of owner of title (“OWNER”) with respect to the proposed sale of its fee simple interest in Subject Property Accessed on Limon Net Lease Group website (the “Property”).

Marcus & Millichap is making available for review proprietary knowledge and trade materials (“Confidential Information”) concerning the Owner interests, intents, and Property specific information that includes but is not limited to: rent rolls, lease terms, operating budgets, performance details, records, reports, and other information concerning the owner’s current or prior use of the Property. The Confidential Information is intended solely for the undersigned and its members, or advisors to which the undersigned shall be responsible for at all times.

The undersigned shall not use or disclose such Confidential Information to the detriment of the Owner and shall keep such information as confidential for a period of 1 year, or as may be permissible by law. The tenants of the Property shall not be contacted without the express written consent of the owner of the Property and Marcus & Millichap.

Neither Marcus & Millichap, nor Owner, make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or implied with respect thereto.

By executing the Confidentiality Statement you acknowledge and agree to be bound by these terms and conditions. That you will treat the information provided as confidential and hold it in the strictest of confidence, and that you will not disclose or permit anyone else to disclose or use to the detriment of the Owner unless as required by law without Owners prior written authorization. This does not bind or obligate the parties in any way to sell. Owner expressly reserves the right in its sole discretion to reject any or all proposals for the Property and to terminate discussions with any party at any time without notice.

Parties agree and understand their information may be used in future Limon Net Lease Group electronic marketing.

ACCEPTED AND AGREED:

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

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

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

Buyer Company Name: \_\_\_\_\_

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

City & State: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

Broker/Agent Signature: \_\_\_\_\_

Broker/Agent Name: \_\_\_\_\_

Broker Company Name: \_\_\_\_\_

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

City & State: \_\_\_\_\_

Phone: \_\_\_\_\_

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