



Corner Realty ("Broker") is presenting for sale a **portfolio of 2 convenience store & gas station properties**, ("The Properties") by the Properties' owner (the "Owner"). Our agreement with the Owner requires that we obtain a Non-Disclosure before disclosing the name and location of his/her location of his/her business. The undersigned ("Recipients") hereby acknowledge and agree that certain confidential information that has been or may be disclosed is intended solely for Recipients' limited use in considering whether to pursue negotiations to acquire the Property.

Neither the Owner of the Properties nor Broker or any of their respective officers, employees or agents, make any representation or warranty, expressed or implied, as to the accuracy or completeness of this confidential information and no legal liability is assumed or shall be implied with respect thereto. Information provided has been or will be gathered from sources that are deemed reliable; however, neither Owner nor Broker warrants or represents that the information is true or correct. Recipients are advised to verify information independently. Owner and/or Broker reserve(s) the right to change the Properties' purchase price, or any Property or market information provided, or to withdraw the Properties from the market at any time without notice.

Recipients agree that the information provided by Broker is confidential and as such, agrees to hold and treat such information in the strictest of confidence. In addition, Recipients agree not to disclose, directly or indirectly, or permit anyone else to disclose this information to any person, firm or entity without prior written authorization of Owner or Broker and not use or permit to be used this information in any fashion or manner detrimental to the interests of Owner or Broker. Photocopying or other duplication of such confidential information is strictly prohibited. Recipients agree not to i) solicit for employment, ii) discuss the Properties nor the nature of this NDA, iii) nor mention a potential sale of the Properties to the Properties' staff, employees, officers, shareholders, vendors, or competitors in connection with Recipients' review of the Properties or confidential information, and that any breach of this Agreement shall be subject to actual and punitive damages to the Recipient. IN ADDITION, THE CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS REPRESENTATIVE OF THE STATE OF AFFAIRS OF THE PROPERTIES OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTIES SINCE THE DATE OF PREPARATION OF THE OFFERING MEMORANDUM.

While Owner and/or Broker may discuss the purchase and sale of the Properties with Recipients, either Owner or Broker, in our sole and absolute discretion, may terminate sale discussions at any time and for any reason. Recipients acknowledge that neither Owner nor Broker has any obligation to discuss or agree to the sale of the Properties. The acquisition discussions may be lengthy and complex. Notwithstanding that the parties may reach one or more oral understandings or agreements on one or more issues, neither of the parties shall be bound by any oral agreement of any kind, and no rights, claims, obligations or liabilities of any kind, either expressed or implied, shall arise or exist in favor of or be binding upon either Owner or Broker except to the extent expressly set out in a written agreement signed by both Owner and Broker.

This letter will further confirm that Recipients understand that Broker is presenting the information on the above-referenced Properties and that Recipients agree that all initial correspondence and agreements pertaining to the opportunities and subsequent purchase shall be submitted through Agent. Prospective Buyer shall not contact the Owner directly unless given written permission by Agent or act either directly, indirectly, through any third parties including affiliates, other clients or other brokers to circumvent the purpose of this Agreement.

The term of this Agreement is for one (1) year from the date below, which shall be automatically extended through any ongoing negotiations, escrow periods or closing of any purchase and sales transaction(s) for the opportunity entered into by Prospective Buyer or its affiliates during the term hereof.

By filling in your information you are accepting the terms of this agreement.

<u>Recipient</u>	<u>Corner Realty, LLC</u>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Company: _____	Company: _____
Date: _____	Date: _____

Corner Realty's team provides full service real estate expertise to retailers and distributors, including asset dispositions, Net Lease sales, financing, and growth capital. Please see www.corner-realty.com. This is not a solicitation nor offering of securities.