



Confidentiality and Buyer Agreement

PLEASE FILL COMPLETE AND FAX BACK TO (512) 480-8385

Joa Realty (Broker) has been named the exclusive advisor and broker for the owner of the property, known as KD Donuts & Deli, 16420 N FM 620#102, Round Rock, TX 78681.

To receive any financial/lease information, please read, sign and return this completed Confidentiality Agreement to the broker. The financial/lease information has been prepared by Broker for use by a limited number of parties and does not provide a necessarily accurate summary of the property or any of the documents related, nor does not intend to be all-inclusive or to contain all of the information which prospective buyers may need or desire. All projections have been developed by Broker and designated sources and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of the Seller, therefore are subject to variation. No representation is made by Broker or the Seller as to the accuracy or completeness of the information contained, and nothing contained herein shall be relied on as promise or representation as to the future performance of the property. Although the information contained herein is believed to be correct, the Seller and its employees disclaim any responsibility for inaccuracies included in these documents. Further, Broker, the Seller, and its employees disclaim any and all liability for representations and warranties, expressed and implied, contained in or omitted from the financial/lease information or any other written or oral communication transmitted or made available to the Buyer. The financial/lease information does not constitute a representation that there has been no change in the business or affairs of the property or the Owner since the date of preparation of the contents within. Analysis and verification of the information contained in the financial/lease information and an opportunity to inspect the property will be made available upon an executed offer letter or contract.

By accepting the financial/lease information, you agree to defend, protect, and hold Seller and Broker and any affiliate of Seller or Broker harmless from and against any and all claims, damages, demands, liabilities, losses, costs, or expenses (including reasonable attorney's fees arising, directly or indirectly from any actions or omissions of Buyer, its employees, officers, directors or agents).

By accepting the financial/lease information, you acknowledge that you are a principal and not an agent of or acting on behalf of any other party in connection with the acquisition. Buyer acknowledges that he/she is aware that any Agent/Broker other than Joa Realty must be registered on this Confidentiality Agreement to be eligible to participate in the fee. Buyer also acknowledges that there has been no discussion regarding this property's sale with any other broker or agent other than Joa Realty. Buyer shall indemnify and hold Seller and Broker harmless from and against any claims, causes of action or liabilities, including, without limitation, reasonable attorney's fees and court costs which may be incurred with respect to any claims for other real estate commissions, broker's fees or find fees in relation to or in connection with the Property to the extent claimed, through or under Seller.

The Seller and Broker each expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property and or to terminate discussions with any entity at any time with or without notice. The Seller shall have no legal commitment or obligations to any entity reviewing the financial/lease information or making an offer to purchase the Property unless a written agreement for the purchase of the Property has been fully executed, delivered, and approved by the Seller and its legal counsel, and any conditions to the Seller's obligation hereunder have been satisfied or waived.

The financial/lease information and the contents, except such information which is a matter of public record or is provided in sources available to the public, are confidential. By accepting the financial/lease information, you agree that you will hold and treat the contents in the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the information or any of the contents to any other entity) except to outside advisors retained by you, if necessary, for your determination of whether or not to make an offer and from whom you have obtained a confidentiality agreement) without prior written authorization of the Seller or Broker, and that you will not use the financial/lease information or any of the contents in any fashion or manner detrimental to the interest of the Seller or Broker.

No employee of the seller or at the subject property is to be contacted without the written approval of the listing agents and doing so would be a violation of this confidentiality agreement.

By signing this Confidentiality Agreement you hereby authorize Joa Realty to contact you regarding this transaction or any other transaction in the future.

PLEASE INCLUDE INFORMATION ABOUT YOUR CAPACITY TO PURCHASE THE ABOVE PROPERTY WITH THIS AGREEMENT.

AGREED AND ACCEPTED:

Buyer: _____

Broker Company: Joa Realty

Signature _____

Broker Signature: _____

Print Name: _____

Broker Phone: 512.480.8384

Title: _____

Broker Fax: 512.480.8385

Address: _____

Broker E-Mail: SusieKang@JoaRealty.com

City, State, Zip: _____

Phone: _____

Fax: _____

E-Mail: _____