



## NON-DISCLOSURE AGREEMENT

Property Reference(s): First Ave Valero - Tucson AZ

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Our agreement with the Seller requires that we obtain a Non-Disclosure Agreement and evidence of financial ability before disclosing the name and location of his/her business. Therefore in consideration of Commercial Plus, LLC providing such information on the property/business for sale, I/we the undersigned, our partnerships, corporations or other entities we are affiliated with and represent, understand that:

1. Information provided is confidential, and I understand that any information disclosed to others may be damaging to the business and its owners. Recipient acknowledges that receipt of the information is beneficial and advantageous to Recipient and that Recipient's efforts in connection with the property/business are enhanced by possession of the information. I agree that I will not discuss any information, including the name of the property/business, to anyone other than advisors, agents, accountants, attorneys, and affiliates, who also agree to the same confidentiality, for a period of one year.
2. I will not contact the business owners or their landlord, employees, suppliers, or customers except through the Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or any property/business presented by the Broker will be conducted exclusively through the Broker.
3. My intent is to purchase a property/business and not for purposes of gaining information for business competitors, the Internal Revenue Service, or any other governmental or taxing agency. I will not use the information for any competitive advantage or for any purpose that may be detrimental to the property/business.
4. I will not circumvent the Seller and Broker by obtaining property leases, customers, employees, vendors, or any portion of the property/business using the knowledge gained through disclosure of information from the Broker.
5. All information about the Property/business is provided by the Seller and is not verified by the Broker. Recipient agrees that Commercial Plus, LLC has made no representations and has provided no warranty regarding the reliability of the information for the purpose of forecasting the future performance of the Property/business. Recipient acknowledges that some or all of the information and estimates of future market and economic conditions are provided by the owner of the Property/business (Seller). All potential buyers are hereby advised that said market and economic conditions are variable and subject to change. Recipient acknowledges that Broker is not responsible for the accuracy or truth of any information that Recipient receives or fails to receive and Recipient agrees to hold Broker and its agents harmless from any claims or damages resulting from the furnished information.
6. Arbitration: In the event of any dispute arising between the Recipient and the Seller and/or Broker under this agreement including but not limited to disputes relating to any representation, warranties, covenant, contract, construction, jurisdiction, payment obligation, rights to commissions, it is agreed that the matter shall be submitted by the parties to arbitration in accordance with the rules of the American Arbitration Association then prevailing. Legal counsel may represent parties.

7. If a lease is being assumed, it is an important part of the transaction and it is the Recipient's sole responsibility to review and approve said lease prior to close of escrow.
8. Recipient understands, acknowledges, and agrees that there are inherent risks in using the information to project, estimate or forecast the future performance of the Property/business, and that past performance does not necessarily provide a reliable indicator of future performance. All potential buyers must take appropriate measures to verify the information and the reasonableness of the estimate future market and economic conditions used in the information. Recipient further understands, acknowledges and agrees that Commercial Plus LLC has not made any investigation with respect to the income or expenses for the Property/business; the future projected income of the Property/business, the presence or absence of contaminating substances, PCB's, or asbestos on the Property; the compliance with State and Federal regulations, as they affect the Property; and/or the physical condition of the Property/business. The information is not a substitute for a thorough due diligence investigation, and Recipient is advised to conduct their own due diligence investigation.
9. The information, as applicable, includes, but is not limited to, the following:
  - Refined Products Sales Volumes
  - Convenience Store and Carwash Sales, (if applicable)
  - Property Profile
  - Lease Term and Lease Rent for Leased Property
  - Retail Lease Term and Rent for Dealer Operated Properties
  - Marketing Brochures
  - Proforma Profit and Loss (and recasts, if applicable)

By signing below, I hereby agree to and accept the above terms and conditions.

This Waiver and Confidentiality Statement is entered into the last date set forth below by:

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

IF APPLICABLE

AGENT'S NAME: \_\_\_\_\_ AGENT'S COMPANY: \_\_\_\_\_

AGENT'S TELEPHONE: \_\_\_\_\_