

CAPELLA COMMERCIAL LLC

CONFIDENTIALITY AGREEMENT – AGENT/BUYER REGISTRATION

OPERATING WEDDING VENUE

HAYS COUNTY, TX

Capella Commercial LLC has been retained on an exclusive basis by the Owner with respect to the offering for sale of **Hays County Wedding Venue** (the "Property"). You (the "Buyer") have advised Capella Commercial LLC that you have expressed an interest with respect to the potential purchase of the Property. The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Capella Commercial LLC.

Capella Commercial LLC has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). Capella Commercial LLC will not make such Informational Materials available to the Buyer unless and until the Buyer and the Buyer's Representing Agent (if applicable) has executed this agreement. On behalf of the Owner, Capella Commercial LLC is prepared to consider the registration of the Buyer. Upon Capella Commercial LLC's receipt of this executed agreement, Capella Commercial LLC is prepared to provide the Informational Materials for the Buyer's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Informational Materials relating to the Property which may be furnished to the Buyer by Capella Commercial LLC shall continue to be the property of the Owner and Capella Commercial LLC. The Informational Materials will be used by the Buyer solely for the purpose of evaluating a possible purchase of the Property and may not be copied or duplicated without Capella Commercial LLC's written consent and must be returned to Capella Commercial LLC immediately upon Capella Commercial LLC's request or when the Buyer terminates negotiations with respect to the Property.
2. Buyer will not disclose the Informational Materials to any person, unless Capella Commercial LLC has approved in writing such disclosure, provided, however, that the Informational Materials may be disclosed to the Buyer's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property. Such Related Parties shall be informed by the Buyer of the confidential nature of the Informational Materials and must agree to keep all Informational Materials strictly confidential in accordance with this agreement. The Buyer shall be responsible for any violation of this provision by the Buyer or Related Parties.
3. The Buyer hereby agrees to indemnify Capella Commercial LLC and the Owner against any compensation, fee, loss, liability or expense, including attorney's fees, arising from claims by any other party the Buyer has had dealings with, excluding Capella Commercial LLC, in connection with the proposed transaction. The Buyer agrees it will not discuss the Property with any other party other than the Related Parties and that it will not distribute the Materials or excerpts to any other party. The Buyer acknowledges that it is a principal in connection with the purchase of the Property. Additionally, the Buyer acknowledges that he/she has not had any discussions regarding the Property with any broker or agent other than Capella Commercial LLC.
4. The Buyer understands and acknowledges that Capella Commercial LLC and the Owner do not make any representation or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to Capella Commercial LLC by others and has not been independently verified by Capella Commercial LLC and is not guaranteed as to completeness or accuracy. The Buyer agrees that neither Capella Commercial LLC nor the Owner shall have any liability for any reason to the Buyer or Related Parties resulting from the use of the Informational Materials.
6. The Buyer hereby indemnifies and saves harmless Capella Commercial LLC and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Buyer, any Related Party or any of their representatives for

commissions, fees and other compensation for the sale or proposed sale of the Property to the Buyer.

7. The Buyer acknowledges that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. Buyer acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.

If in agreement with the foregoing, please return via email signed copy of this agreement to Capella Commercial LLC. tawney@capellatx.com

BUYER:

ACCEPTED AND AGREED TO

THIS _____ DAY OF _____, 2022

_____ (Signature)

BY: _____

TITLE: _____

ENTITY/COMPANY: _____

PHONE NUMBER: _____

E-MAIL: _____

BUYER'S REPRESENTING AGENT (if applicable):

NAME: _____

COMPANY: _____

EMAIL/PHONE: _____

SIGNATURE: _____

(INTERNAL)

PROPERTY: _____

ACCEPTANCE: _____ DATE: _____