



Access One Realty
Paving your access to the future



120 Scottingham Lane, Morrisville, NC 27560-7567
Tel: 919 439-5483, Fax: 1-562 296-2667, CS.Real@gmail.com

Business & Real Estate Brokers
Specialists for Conv. Stores / Gas Stations, Motels, Restaurants, UPS Stores

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To:

Fax:

Tel:

From: Chandra Shah

Date: / / 201

Re: Non-Disclosure Agreement (NDA) Pages (inc. cover): 5
 & Buyer's profile

Please initial the first two pages of NDA and fill in and sign the third page. Also fill in and sign the Buyer's Profile. As per requirement from the seller, *both* the NDA and Buyer's Profile are required in order to share confidential information about the business. You may either fax to 1-562 296-2667 or scan and email to: CS.Real@gmail.com .

Thank you.

Non-Disclosure and Confidentiality Agreement

Our Agreement with the Seller requires us to obtain a Non-Disclosure and Confidentiality Agreement before we disclose information regarding the business, its financial condition, operations and prospects of the Company.

INFORMATION provided on any business and/or commercial real estate for sale / lease by the Broker is sensitive, and confidential. Disclosure of this information to others would be damaging to the Seller's business and to the Broker's fiduciary relationship with the Seller.

AGREEMENT

The undersigned prospective **purchaser** (herein referred to as Buyer), in consideration for the Principals, Associates, Agents, Clients or Employees of ACCESSFUNDING CORP. DBA ACCESS ONE REALTY (Herein referred to as Broker), for providing Buyer with information **on any business and/or commercial real estate for sale / lease** through Broker, hereby understands and agrees that:

1. **The term "Information"** shall include the fact that the business and/or commercial real estate offered for sale / lease and other confidential data. The term Information does not include any information which is, or becomes, generally available to the public or is already in Buyer's possession. In the event the purchase process is terminated, all documentation provided for the review of any business will be returned to the Broker without retaining any copies, summaries, analysis or extracts thereof.
2. **Buyer will not disclose** any information regarding these **business and/or commercial real estate** to any other party, except to those directly involved in the sale or who will provide professional legal or financial advice, in which case Buyer agrees to obtain their consent to maintain such confidentiality. If Buyer discloses the availability of a business to another party, and that party purchases or causes the purchase of that business without Broker, or if Buyer interferes with the Broker's right to a commission from the Seller in any manner, then Buyer agrees to be responsible for payment of Brokers commission as outlined on the listing agreement for that business.
3. **All negotiations** concerning any business / commercial real estate shown will be handled exclusively through Broker. No contact with the Seller, Employees, Suppliers, Customers, Franchisor, or Landlord, etc. is permitted without direct authorization of the Broker.
4. **Buyer will not use**, seek to use, or otherwise take unfair advantage of any trade secrets or other confidential information for Buyers own benefit or for the benefit of any third party, and all information received will be used only for the purpose of investment and purchase of the businesses shown.
5. **All Information is provided by the Seller** and is not verified in any way by the Broker. Broker is relying on Seller for the accuracy and completeness of said information. Broker has no knowledge of the accuracy of said information and makes no representation or warranty, expressed or implied, as to accuracy of completeness of any information regarding the business. Broker may provide certain analysis of information provided by the Seller that may contain interpretations and/or evaluations and that no **representations of warranties are made by the Broker as to its accuracy or completeness**. Buyer agrees to indemnify and hold Broker harmless from any claims or damages resulting from its use.
6. **Prior to finalizing an agreement** to purchase or invest in a business and/or commercial real estate, it is Buyer's responsibility to perform due diligence and make an independent verification of all information, including future value and income. Buyer will look only to the Seller and Buyer's own investigation for all information regarding any business offered by the Broker.
7. **Should Broker or Seller Deem it Necessary**, Buyer agrees to provide a resume and financial statement. Buyer understands that this information will be held in confidence and will only be used for the purpose of qualifying the Buyer.
8. **Buyer represents and warrants** having the legal and expressed authority to enter into this Agreement on behalf of any entity represented, and hereby guarantees the performance of this Agreement.
9. **Buyer understands that a violation of this Agreement** could subject Buyer to legal action by Broker and/or Seller. Buyer agrees to pay for all reasonable court costs, damages, and legal fees incurred to enforce this Agreement or if Broker named herein is joined in any litigation arising out of this agreement. Any Dispute or claim in law arising out of this agreement or any resulting transaction shall be decided in accordance with North Carolina State law, United States of America.

BUYER'S INITIALS: _____/_____

BROKER'S INITIALS: CS _____

DATE: _____

DATE: _____

10. The Listing BROKER has a contract with the seller for a fee to be paid to BROKER for the sale, trade, merge, lease or exchange of his business and/or commercial real estate and the buyer agrees not to circumvent the contract with the SELLER in any way. If the Buyer circumvents the BROKER and deals directly with the SELLER, which results in purchase, merger, exchange, lease, management, third party assignment, or otherwise becomes involved in the business, then the buyer agrees to pay as consideration to an amount equal to the actual commission due to the BROKER from the SELLER.

11. **Leasing:** In the event that we do not purchase any of the locations listed herein from the business owner, but *instead lease the real estate directly* (bypassing Access One Realty) *from the landlord* or any other person who controls the location, then Access One Realty shall be entitled to a leasing commission of 50% of the leasing commission.

12. This agreement shall be for a period of three (3) years. It is to be applied to any and all transactions for properties / businesses presented by Access One Realty to the buyer, present and future, of the introducing signatories regardless of the success of the project. The signatories agree that the identities of the parties who are introduced under this agreement are currently, and shall forever remain, the proprietary asset of the introducing signatory. Buyer is not prevented from working with other brokers / owners for properties / businesses not presented by Access One Realty

13. That I do not directly or indirectly represent any governmental agency or activity thereof. Such deception for the purpose of seeking SELLER representations of facts and/or statements will hereby be considered entrapment.

14. This agreement binds ourselves, our assigns, all associates, agents and affiliated companies.

15. **Dual Agency:** Access One Realty may represent both seller and buyer in the same transaction. In that event, Access One Realty shall make every reasonable effort to represent seller and buyer in a balanced and fair manner. Access One Realty shall make every reasonable effort to encourage and effect communication and negotiation between buyer and seller. Both sellers and buyers have the responsibility to make their own decision on the transaction. Both sellers and buyers are encouraged to seek independent legal counsel to assist them with the negotiations.

16. Should the parties to this Agreement have a dispute they will first attempt to mediate the dispute prior to commencing any legal action. If no resolution is reached through mediation, the parties will arbitrate such dispute in accordance with the commercial rules of the American Arbitration Association. The decision of the Arbitrator will be final and binding.

17. **This will acknowledge** that on this date I have received and/or reviewed from ACCESSFUNDING CORP. DBA ACCESS ONE REALTY, certain pertinent and confidential information relating to the sale of the following businesses and/or commercial real estate for my sole and personal consideration. It is understood that any other businesses requested from Access One Realty web site or requested by fax, telephone, email or mail either included or not included on this form will be included in this agreement. It will not be necessary to sign another agreement to receive information on other listings until this agreement has expired.

List Specific Property/properties of Interest

BUYER'S INITIALS: _____ / _____

BROKER'S INITIALS: CS. _____

DATE: _____

DATE: _____

ACCESSFUNDING CORP. DBA ACCESS ONE REALTY IS CONSIDERED THE AGENCY FIRST DISCLOSING DETAILS OF THE ABOVE BUSINESS TO THE UNDERSIGNED. THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

The undersigned (Buyer) agrees to the terms of this Agreement and expressly acknowledges Reading, Understanding, and Receiving a Copy of This Document.

Prospective Buyer's Signature

Partner's / Spouse's Signature

Printed Name / Organization

Printed Name / Organization

Street Address

Street Address

City, State, Zip

City, State, Zip

Telephone

Telephone

Fax

Fax

Mobile

Mobile

Email

Email

Date: _____

Date: _____

for ACCESSFUNDING CORP. DBA ACCESS ONE REALTY,
120 Scottingham Lane, Morrisville, NC 27560-7567. Tel: 919 439-5483, Fax: 1-562 296-2667. Email: CS.Real@gmail.com,

Broker's Signature:
Broker: Chandra Shah



Date: _____



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Business Brokers - Commercial & Residential Realtors

Buyer's Profile - Strictly Confidential

The more we know about you, the better we can help you match with the right property and help you secure financing. Your information will be kept confidential. The following information is **required** so that confidential information on the property can be provided. Proof of funds will be required while making an offer.

Prospective Buyer's Name

Partner's / Spouse's Name

Street Address

Street Address

City, State, Zip

City, State, Zip

Telephone

Telephone

Email

Email

A. Cash on hand and in banks: \$ _____ **Rounded numbers are OK**

B. Stocks, Retirement account: \$ _____

C. Equity in Residential Real Estate: \$ _____

D. Equity in Commercial Real Estate: \$ _____

E. Equity in Business \$ _____

App. Net Worth (sum of A to E) \$ _____

Maximum Cash to be invested \$ _____
(do not write 'depends', 'TBD', 'Open', etc.)

Monthly Household Income: \$ _____

Monthly Household Expense \$ _____

Rate your **Credit** (please circle): Excellent Good Fair Poor. **Credit Score** (if available): _____

Relevant Education / Experience: _____

Describe current business you own, if any: _____

City/Cities, Areas or State(s) of Interest: _____

US Citizenship or Permanent Residence status: Yes No

I certify that the above information is true and correct.

Prospective Buyer's Name Signature

Partner's / Spouse's Signature

Date

Date