



Non-Disclosure & Registration Agreement (NDA)

A Texas Winery & Vineyard

SUBJECT PROPERTY: Address disclosed at signing this NDA ("Property")

This Non-Disclosure Agreement ("**Agreement**") is made and agreed to by David Fisher dba. Fisher Advisors LLC as the broker representing the Seller of the Property ("**Broker**") and _____ as further identified below as a Prospective Purchaser, Authorized Representative of Purchaser, or as Other (more specifically defined below) of the Property has requested information from Broker for the purpose of evaluating a possible acquisition of the Property. Broker will deliver information concerning the Property, much of which is highly confidential, only to those prospective purchasers and/or their representing authorized agents ("**Purchaser**") who:

- a. Sign this Agreement and:
- b. Have provided proof of funds in an amount not less than \$400,000 or 20% of the total required whichever is greater, or is able to show an alternate ability to purchase that is satisfactory to Seller (in Seller's sole discretion) i.e., SBA financing etc.

The parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder or specifically from any Offering Memorandum ("**OM**") as received by Broker collectively referred to as ("**Information**") to any other person or entity.
2. If Purchaser is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have a need to know of the Information, and who are specifically aware of this Agreement and agree to honor it.
3. This Agreement applies to all Information received from Purchaser, now or in the future, which is not readily available to the public. Purchaser understands that all Information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to owner of the Property and Broker.
4. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property and it shall not at any time, or in any manner, be used for any other purpose.
5. Purchaser shall not contact directly the owner or any persons concerning the Property, other than Broker, without Broker's or owner's written permission. Such persons include, without limitation, owner's employees, suppliers, vendors, contractors.
6. Purchaser acknowledges that it is not an agent on behalf of any other party in conjunction with the purchase of the Property.
7. Neither Broker nor owner make any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Projections & assumptions contained in the OM and/or information relayed by Broker have been provided by sources deemed reliable. Purchaser assumes full and complete responsibility for the reconfirmation and verification of all

Information received and expressly waives all rights of recourse against owner and Broker with respect to the same.

8. The persons signing on behalf of Purchaser represent that they have the authority to bind the party for whom they sign on behalf of.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, County of Montgomery.
10. Purchaser agrees to indemnify, defend, protect and hold harmless Broker and owner against and from any loss, liability or expense, claim or damage, including reasonable attorneys' fees, arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation not agreed to in writing by owner or Broker for any outside broker or advisor representing Purchaser or that claims to represent Purchaser in bringing about any investment in the Property.
11. The owner expressly reserve the right, at his 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 until a written agreement for the purchase and sale of the Property ("PSA") or LOI has been fully executed, with acceptance being communicated to the Purchaser and owner. **The owner shall have no legal commitment or obligations to any entity reviewing the Information or making an offer to purchase the Property unless expressly agreed to in writing.**

12. I agree to this NDA

Prospective Purchaser: _____

Address: _____

Phone: _____

Email: _____

Signing as (check all that apply)

- ☐ Prospective Purchaser
- ☐ Authorized Representative of Principal
- ☐ Able to demonstrate ability to purchase / provide proof of funds.

Purchaser Sign: _____

Authorized Representative: _____

Printed Name: _____

Other: _____

Printed Name: _____

Please define Other:

Broker: Fisher Advisors LLC
Real Estate Investment Services

David Fisher, Broker of Record
TX License: 691654

Address: 21 Waterway Avenue, Suite 300
The Woodlands, TX 77380

Phone: 936-320-3737

Email: dfisher@fisheradvisorsllc.com

This NDA is reciprocal to any information provided by Purchaser to Broker.

By:



Printed Name: David Fisher, Broker