

BROKER/CLIENT INFORMATION REQUEST & CONFIDENTIALITY STATEMENT

Property(ies) Requesting Information for: _____
(Required)

The undersigned does hereby request additional information on Woodyard Realty Corp.'s available properties. Based upon initial information supplied to us by Woodyard Realty Corp. we do have a genuine interest in pursuing the acquisition of some of the subject properties, and we do hereby agree not to copy or distribute any of the property information received except among our firm and those individuals or firms that will be assisting in the analysis or financing of the property. We agree to keep all information completely confidential and to return said information to Woodyard Realty Corp. at any point in time which we no longer have an interest in pursuing such acquisition.

To facilitate any offer the undersigned may make, the parties agree to furnish a resume of past and/or present properties owned by Purchaser including the size, value, and location of properties owned along with proof of funds for the equity in the property.

The undersigned further acknowledges that their review of the subject acquisition is as a principal, and with the exception of Woodyard Realty Corp. and _____ *(your brokerage firm name)* there are no real estate commissions earned or payable on this proposed transaction. The undersigned further agrees to indemnify and hold harmless, the Owner, Woodyard Realty Corp., or _____ *(your brokerage firm name)* from any claim or demand (including, but not limited to, attorney's fees and litigation expenses) for any real estate commission, finder's fee, or other compensation by any broker, finder, or similar agent claiming to be the "procuring cause" of such sale.

The undersigned understands and agrees that neither the Owner, Woodyard Realty Corp., nor _____ *(your brokerage firm name)* guarantees the accuracy of any information about the property and has provided certain information solely to facilitate the undersigned's own investigation of the property. It is agreed that even though every effort has been made to provide accurate information to the undersigned; it is agreed that neither Woodyard Realty Corp., the Owner, or _____ *(your brokerage firm name)* assumes any liability for errors and omissions. It is further understood that this offering is subject to prior sale, change, or withdrawal without notice, as well as approval by the Owner.

As these properties are occupied by tenants, **the undersigned agrees that it shall not go on-site of the subject properties** nor discuss the properties with the existing management teams until authorized by Owner or Woodyard Realty Corp. Any violation of this agreement shall automatically terminate the Seller's willingness to continue any further discussions with the undersigned.

The undersigned does hereby confirm that it has not attended any RealSource seminars, received any RealSource literature, has not been introduced to Memphis by RealSource clients, **and/or has had no prior contact with Woodyard Realty Corp or any of the Woodyard Realty Corp. agents.**

It is further understood and agreed that Woodyard Realty Corp. makes no representation, guarantees or assumes any responsibility of any kind in connection with the completion of a 1031 exchange. The client agrees to indemnify and hold Woodyard Realty Corp. harmless from any and all liability, claims, demands and litigation from third parties, or in connection with any of said transaction of any kind or nature arising under the terms of this agreement, it being understood and agreed that Woodyard Realty Corp. has made no representations or statements concerning the suitability of value of said properties either sold or purchased by clients pursuant to the terms of this agreement.

The above is agreed to and acknowledged by both principal and broker.

Principal: _____

Signature: _____

Print Name: _____

Company: _____

Information below is optional:

Address: _____

Phone #: _____

Fax #: _____

Email Address: _____

Date: _____

Fax to: 901.766.0999
Direct Phone: 901.842.5320
Woodyard Realty Corp.
850 Ridge Lake Blvd., Suite 220
Memphis, Tennessee 38120

As cooperative broker, you agree to actively participate in the transaction by attending all showings, inspections, etc. If you are unable to do so, then Woodyard Realty will pay a 20% referral fee.

Licensed Agent: _____

Signature: _____

Brokerage Firm: _____

Address: _____

City, State Zip: _____

Phone #: _____

Fax #: _____

Email Address: _____

Date: _____