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**PARALLEL PARKWAY SHOPPING CENTER CONFIDENTIALITY AGREEMENT**

Gasperi Group Commercial Real Estate, LLC (“**Broker**”) has been retained by the Owner (“**Owner**”) to represent the offering of Owner’s interest in the **7700 – 7710 Parallel Parkway, Kansas City, KS 66112**, (the “**Property**”). The undersigned (whether one or more, “**Recipient**”) hereby acknowledges and agrees that certain confidential information regarding the Property (“**Confidential Information**”) has been or may be disclosed to Recipient by Owner or Broker in the future and that such Confidential Information is intended solely for Recipient’s own limited use in considering whether to pursue negotiations to acquire the Property.

Neither Owner nor Broker nor any of their respective officers, directors, servicers, employees or agents has made nor will make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or shall be implied with respect thereto. The Confidential Information has been or will be gathered from sources that are deemed reasonably reliable, but Owner and Broker do not warrant or represent that the Confidential Information is true or correct. Recipient is strongly advised to verify the Confidential Information independently. Owner and Broker reserve the right to change the price, or any Confidential Information provided or to withdraw the Property from the market at any time without notice.

Recipient agrees that the Confidential Information provided is confidential, that Recipient will hold and treat it in the strictest of confidence, that Recipient will not, directly or indirectly, disclose or permit anyone else to disclose the Confidential Information to any other person, firm or entity without prior written authorization of Owner and that Recipient will not use or permit to be used, this information in any fashion or manner detrimental to the interest of the Owner or Broker. Photocopying or other duplication of the Confidential Information is strictly prohibited.

Recipient agrees not to contact the tenants, leasing brokers or property management staff of the Property in connection with Recipient’s review of the Confidential Information.

While Owner and/or Broker may discuss the purchase and sale of the Property with Recipient, either Owner or Broker, in their sole and absolute discretion, may terminate discussions at any time and for any reason or for no reason. Recipient acknowledges that Owner has no obligation to discuss or agree to the sale of the Property. The discussions may be lengthy and complex, notwithstanding that Owner, Broker and/or Recipient may reach one or more oral understandings or agreements on one or more issues they are discussing, neither Owner nor Broker nor Recipient shall be bound by any oral agreement of any kind and no rights, claims, obligations or liabilities of any kind, either expressed or implied, shall arise or exist in favor of or be binding upon either Owner or Broker except to the extent expressly set out in a written agreement signed by the party to be bound. Recipient understands that Broker has no power or authority to bind owner to any agreement.

Recipient agrees to defend, indemnify and hold harmless Broker, Owner and their respective affiliates, servicers, successors and assigns, employees, officers and directors against and from any loss, liability or expense, including reasonable attorney’s fees, arising out of any claim or claims by any broker, finder or any similar agent for commissions, fees or other compensation for bringing about any sale of the Property to Recipient or its affiliate.

THE OWNER EXPRESSLY RESERVES THE RIGHT AT ITS SOLE DISCRETION TO REJECT ANY OR ALL PROPOSALS OR EXPRESSIONS OF INTEREST IN THE PROPERTY AND TO TERMINATE DISCUSSIONS WITH ANY PARTY AT ANY TIME WITH OR WITHOUT NOTICE.

If Recipient does not wish to pursue negotiations leading to this acquisition, or if in the future Recipient discontinues such negotiations, Recipient agrees to return all Confidential Information to Broker. Otherwise, please execute below and return via mail or facsimile to: **GASPERI GROUP COMMERCIAL REAL ESTATE, LLC, STEVEN M. GASPERI, 5350 COLLEGE BLVD, OVERLAND PARK, KS 66211, (913) 563-6730 (PHONE) OR (913) 563-6731 (FAX)** at your earliest convenience.

**AGREED** and **ACCEPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**RECIPIENT(S):**

SIGNED \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

PHONE / FAX CELL: ( ) / \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

E-MAIL \_\_\_\_\_