

Allegiant, Inc.

OFFERING DISCLOSURE AGREEMENT

This OFFERING DISCLOSURE AGREEMENT (the "Agreement") is executed by Buyer in consideration of Allegiant, Inc. ("Broker") providing Buyer and its representatives with Confidential Information that is desired to evaluate a possible purchase or lease transaction involving the Business and/or Real Estate identified below.

Therefore, Buyer hereby acknowledges that information on the Business or Real Estate listed below is being requested from Broker:

- Listing Number: _____
- Description: _____

Buyer further acknowledges, and agrees that:

- A. Buyer currently has the financial resources or the capability to secure such resources reasonably believed necessary to complete the contemplated purchase for which Buyer is requesting information, and Buyer shall promptly provide Broker and or Seller with proof thereof upon request.
- B. Information disclosed regarding the Business was first provided to Buyer by Broker, unless Buyer notifies Broker to the contrary immediately upon the information's disclosure.
- C. Buyer is not bound by an Agency Agreement with any another Broker, except those identified in writing and attached hereto.
- D. Any broker, intermediary or professional support that Buyer may retain, over and above that provided by Broker shall be solely at Buyer's expense.
- E. Broker represents Seller and shall be compensated solely by Seller.
- F. Buyer shall comply with all terms, conditions and provisions of a Non-Disclosure Agreement that we have executed and which is on file with Broker.
- G. Any and all information received has been provided by the Seller and that Broker has not verify the accuracy of such information, nor warrants its accuracy. Buyer shall be solely responsible for the verification of any such information.
- H. Buyer shall do nothing to circumvent any agreement Broker may have with Seller.
- I. In the event Buyer seeks a new lease from landlord in connection with the above offering, Buyer agrees to appoint Broker as its agent to negotiate and submit proposals on behalf of Buyer. This appointment applies only to the landlord of the offering listed above and shall be in effect for a period of six months from the date of execution of this agreement. Notwithstanding, only Buyer shall be authorized to approve and execute any such lease and Broker shall be compensated solely by landlord.

So Agreed to on this _____ day of _____ 20____.

BUYER

By: _____

By: _____

Print Name and Title

Print Name and Title

Allegiant, Inc. is licensed by the State of Georgia Real Estate Commission.
License number: H-52359.

Return to Allegiant, Inc. at Fax (404) 704-0236