

CONFIDENTIALITY AGREEMENT

PROSPECTIVE PURCHASER/ & ITS BROKER (IF ANY)

Date: _____

Purchaser Name: _____

Purchaser Title: _____

Purchaser's Address: _____

Purchaser's City, ST ZIP: _____

Purchaser Phone Number: _____

Purchaser Email: _____

Re: Prospective Sale by Property Owner (hereinafter referred to as "Owner"), to _____, prospective purchaser (hereinafter referred to as "Purchaser") of the property and improvements located in Garland, Texas –Confidential location comprising +/- 29,999 sf w/ +/-2904 sf restaurant (hereinafter referred to as the "Property" or Confidential Code EB 2003).

To: :Property Owner (Confidential until execution of this Agreement) & it's Broker Representative, Erin Bonner, LREB (Broker)

This letter will serve to confirm our agreement concerning certain information which may include various papers, documents, data, plans, leases, and other materials, portions of which may be included in a package or brochure (hereinafter referred to collectively as the "Evaluation Material") which Owner may make available to us through Owner's Broker for study in connection with a possible purchase by us of the Property.

OWNER is prepared to furnish us with the Preliminary Property Flyer, and reasonable Evaluation Material at the appropriate time, in connection with future discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to prospective Purchaser. Therefore, as a prerequisite to OWNER furnishing to us any basic or future Evaluation Material, we hereby represent and agree as follows:

1. The Material to be furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as Purchaser in the transaction, and not as a broker, finder, or similar agent for any other person. Therefore, we agree to keep all Evaluation Material (other than information which is a matter of public knowledge or is provided in other sources readily

available to the public) strictly confidential; provided, however, that any such Evaluation Material may be disclosed to our directors, officers, or employees, as well as our counsel, accounting firms, and financial institutions, who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such directors, officers, employees, counsel, financial institutions and accountants shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence subject to and in accordance with this agreement.

We agree not to copy or duplicate the preliminary flyer or other Evaluation Material and to return the preliminary Flyer & any Evaluation Material to OWNER'S BROKER promptly and not retain any copies thereof if we decide not to go forward with discussions or if requested by OWNER'S BROKER or the Owner. We agree that the Owner and ITS BROKER will have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, the Owner or IT BROKER will have the right, in addition to any other right the Owner or OWNER'S BROKER may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms.

In addition, we agree that we will not disclose, without the prior written consent of the Owner, and we will direct our representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person (other than a person authorized hereunder) the fact that the preliminary Property Flier and any further Evaluation Material which will be or has been made available to us, that discussions or negotiations among us, the Owner and PURCHASER, which have taken or will take place, or any of the terms, conditions, or other facts with respect to the possible acquisition of the Property, including the location of the Property and the fact that it is even listed for sale.

2. Although OWNER has endeavored to include in the Preliminary Flyer or will include in future Evaluation Material information which WE (Prospective PURCHASER and the Owner believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither the Owner nor its BROKER or other Representatives makes any representation or warranty to us as to the accuracy or completeness of the Preliminary Flier and that included in any future Evaluation Material. The financial information and projections contained in the Preliminary Flier & any subsequent Evaluation Material represent estimates based on assumptions considered reasonable under the circumstances although they have not been independently verified by Owner's Broker or third Party Representatives and the Owner make no representations or warranties, express or implied, that actual results will

conform to such projections (if any are given). Owner and Owner's BROKER expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Preliminary Flyer & future Evaluation Material or omissions from the Preliminary Flyer and future Evaluation Material, or in any other written or oral communications transmitted, made or to be made available to us. We agree that the Owner and Owner's BROKER shall not have any liability to us as a result of our use of or reliance on the Evaluation Material. We acknowledge that neither Owner's BROKER or Owner is responsible to determine whether toxic or hazardous wastes or substances or other undesirable materials are present at the Property. Nor is OWNER or Owner's BROKER responsible for determining any use suitability or zoning ordinances. It is understood that we are expected to perform and are responsible for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, as we deem necessary or desirable and as permitted by and possible future agreement with the Owner.

- 3. We also represent that no broker or agent represents us or will represent us in any possible transaction involving the Property, with the exception of the Buyer's BROKER IF APPLICABLE who will disseminate info it receives from the Owner's BROKER or OWNER. .
- 4. The term of this Agreement shall be in place for a period of three (3) years.
- 5.. This agreement embodies the full understanding of the parties and may only be amended or modified in writing executed by both parties.
- 6. It is understood that the Seller is the intended party and beneficiary whose rights are being protected and may enforce the terms of this agreement as if it were a party to this agreement.

Very truly yours,

As Prospective Purchaser:

By: x_____

ITS (Title):_____

Address:_____

***As Purchaser's Broker Representative:** _____

*(If Applicable)

BY: X _____

ITS: _____

ACKNOWLEDGED: PROPERTY OWNER'S REPRESENTATIVE BROKER

ERIN BONNER, LREB

BY:
