

CONFIDENTIALITY AGREEMENT – Prospective Purchaser

This Confidentiality Agreement (herein referred to as the "**Agreement**") is entered into by _____ (Purchaser Name) located at _____ (Address) (herein referred to as "**Prospective Purchaser**") for the benefit of HMB Investments Highland Village, a California Limited Liability Company (herein referred to as "**Owner**"); and Low Sky Commercial Real Estate Co. as Owner's broker (herein referred to as "**Broker**").

WHEREAS, Prospective Purchaser desires to review certain information regarding Owner's property located at 3020 Justin Rd. Highland Village, TX 75077, (the "Subject Property") for possible acquisition; and

WHEREAS, Prospective Purchaser desires to review certain information that is considered confidential regarding the Subject Property; and

WHEREAS, Owner is only willing to share such information with Prospective Purchaser on the condition that it be kept confidential by Prospective Purchaser and not shared with others (except as provided herein) or utilized by Prospective Purchaser without the prior written approval of Owner.

NOW, THEREFORE, in consideration for the Information and documentation being provided by Owner to the Prospective Purchaser and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Prospective Purchaser hereby agree as follows:

1. Owner of Subject Property has asked Broker to represent Owner in the possible sale of the Subject Property and has requested that all inquiries and communications with respect to the acquisition or potential acquisition of the Subject Property be directed to Broker or Broker's Agent.
2. Prospective Purchaser is not a broker or agent representing any other party and agrees to pay any broker commission to any real estate agent/broker ("Buyer Broker") representing Prospective Purchaser in the acquisition of the Subject Property unless otherwise discussed.
3. All information about the Subject Property delivered to Prospective Purchaser by Owner, Broker or Broker's Agents shall be deemed the "Property Information" and covered by this Agreement.
4. The Property Information will be used by Prospective Purchaser solely for evaluating a possible acquisition of the Subject Property, and Prospective Purchaser shall hold and maintain the Property Information in the strictest confidence for the sole and exclusive benefit of Prospective Purchaser.
5. Prospective Purchaser shall not (i) disclose that the Subject Property is for sale, (ii) disclose that discussions or negotiations are taking place regarding the possible acquisition of the Subject Property, or any terms thereof, or (iii) conduct or engage in any discussions or questioning with any other person or entity, including any of Owner's employees OR the existing Tenant occupying the Subject Property, except for the parties included within this Agreement, or provided for within it.
6. Prospective Purchaser agrees to keep all Property Information strictly confidential; provided however, that any such Property Information may be disclosed to Prospective Purchaser's directors, officers, accounting firm, banking institution or attorneys, who may need to know such information for the purpose of assisting in the evaluation of a potential acquisition of the Subject Property, but only on the condition that Prospective Purchaser will notify these parties that the information is confidential and such information must be treated with strict confidence, and to use such information only in connection with the proposed acquisition and in accordance with the terms of this Agreement.

7. Prospective Purchaser acknowledges and agrees that neither Owner, Broker, nor Broker's Agent are making any representation or warranty as to the accuracy or completeness of the Property Information. Owner, Broker, and Broker's Agent shall not bear any liability to Prospective Purchaser as a result of the use of the Property Information, and it is understood that Prospective Purchaser is expected to, and is responsible for performing such due diligence investigations, research, and inspections of the Subject Property, as might be deemed necessary or desirable, as long as any such research or investigation shall conform to, and not conflict in any way with, any provision(s) contained in this Agreement OR the existing Commercial Lease between the Owner and the current Tenant.
8. The provisions of this Agreement shall survive the termination of this Agreement and Prospective Purchaser's duty to hold the Property Information in confidence shall remain in effect until the Property Information no longer qualifies as a trade secret or until Owner sends written notice releasing Prospective Purchaser from this Agreement, whichever occurs first.
9. Upon termination of Prospective Purchaser's negotiations or business relationship with Owner, Prospective Purchaser shall immediately cease to use the Property Information and shall return the Property Information to Broker's Agent and/or destroy all copies thereof.
10. Prospective Purchaser shall indemnify and hold Owner and Broker harmless from any and all damages and expenses including (but not limited to): court costs and attorneys' fees that Owner may sustain as a result of Prospective Purchaser's use or disclosure of the Property Information other than as expressly permitted in this Agreement, or as a result of Owner's enforcement of its rights under this Agreement. Prospective Purchaser recognizes that Owner is only making the Property Information known to Prospective Purchaser for the purpose of permitting Prospective Purchaser to evaluate the Subject Property and for no other use.
11. This Agreement shall be governed under the laws of the State of Texas. Venue for any cause of action arising out of this Agreement shall lie exclusively in the courts of Collin County, Texas.
12. Prospective Purchaser acknowledges that it has had the opportunity to read and discuss this Agreement with its advisors and understands this Agreement and its importance.

<intentionally left blank. Signatures on the following page.>

Agreed and accepted this _____ day of
_____, 20____.

Agreed and accepted this _____ day of
_____, 20____.

PROSPECTIVE PURCHASER:

BUYER BROKER (if applicable):

Signature

Signature

Printed Name

Printed Name

Company

Company

Phone

Phone

Email

Email