



CONFIDENTIALITY AGREEMENT Prospective Purchaser

PROPERTY ID: AR-1125

(NOTE: In the event the Property is not identified below, it will be included and provided to you in the executed version of this Agreement.)

This Confidentiality Agreement (the "**Agreement**") is entered into by _____
(purchaser name), located at _____ (address) (as
"**Prospective Purchaser**"), and **Houston iShine 17, LLC**, with its principal offices at 9 Waters Lake Blvd.,
Missouri City, TX 77459 (as "**Owner**"); and Attlee Realty, LLC as Owner's broker (as "**Broker**").

WHEREAS, Prospective Purchaser desires to review certain information considered confidential to Owner regarding Owner's property and business located at: 10300 Grand Pkwy., Richmond, TX 77406 (the "**Property**") for possible acquisition; and

WHEREAS, Owner and Broker are only willing to share confidential Property Information with Prospective Purchaser on the condition that it be kept confidential by Prospective Purchaser and not shared with others (except as provided herein), and will not be used by Prospective Purchaser, directly or indirectly, for any purpose other than evaluating the information for a potential acquisition of the Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prospective Purchaser hereby agree as follows:

1. Owner of Property has asked Broker to represent Owner in the possible sale of the Property, and has requested that all inquiries and communications with respect to the acquisition or potential acquisition of the Property be directed to Broker or Broker's Agent.
2. Any and all information about the Property delivered to Prospective Purchaser by Owner, Broker or Broker's Agents shall be deemed the "**Property Information**" and covered by this Agreement.
3. The Property Information will be used by Prospective Purchaser solely for evaluating a possible acquisition of the Property, and Prospective Purchaser shall hold and maintain the Property Information in the strictest confidence for the sole and exclusive benefit of Prospective Purchaser.
4. Except as may be otherwise provided for in this Agreement, Prospective Purchaser **shall not (i) disclose that the Property is for sale, (ii) disclose that discussions or negotiations are taking place regarding the possible acquisition of the 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, customers, or vendors.**
5. 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 need to know such information for the purpose of assisting in the evaluation of a potential acquisition of the 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.
6. Prospective Purchaser acknowledges and agrees that Owner, Broker, or any of Broker's Agents providing such confidential Property Information, make no representation or warranty as to the

accuracy or completeness of the Property Information. Owner, Broker, and Broker's Agents 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 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.

7. TREC Notice: As required by the Texas Real Estate Commission, Buyer acknowledges that Broker has provided Buyer with a copy of the "Information About Brokerage Services" form.
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, or until the date that is 5 years after the date that this document is signed by Prospective Purchaser, 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 Owner or Broker and destroy all copies thereof.
10. Prospective Purchaser shall indemnify and hold Owner 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 and/or Broker'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 sole purpose of permitting Prospective Purchaser to evaluate the 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. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
13. 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.

This Agreement shall be binding on the representatives, assigns, and successors of Prospective Purchaser.

The undersigned represents that they are authorized to sign this Agreement, and in the case of an entity has signed this Agreement as its authorized representative.

[SIGNATURE PAGE FOLLOWS]

Agreed and accepted this date of: _____

PROSPECTIVE PURCHASER:

Signature: _____ Printed Name _____

Title: _____ Company _____

Phone (Cell): _____ Phone (Other) _____

Email: _____