



## CONFIDENTIALITY AGREEMENT Prospective Purchaser

PROPERTY ID: AR-2117

This Confidentiality Agreement (the "**Agreement**") is entered into by \_\_\_\_\_  
(*purchaser legal full name*), located at

\_\_\_\_\_ ("**Prospective Purchaser**")

and, Bilmer West Texas Investments, LLC. (*owner legal full name*), with its principal offices at 104 Pine St. #301, Abilene, TX 79601 ("**Owner**"); and Attlee Realty, LLC., a Texas licensed real estate broker ("**Broker**") with its principal offices at 8751 Collin McKinney Pkwy, Ste 1405, McKinney, TX 75070.

WHEREAS, Prospective Purchaser desires to review certain information considered confidential regarding Owner's property located at: 655 I-20 E, Baird, TX 73504, (**the "Property"**) for possible acquisition; and

WHEREAS, Owner and Broker are only willing to share the confidential information (**the "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 Property Information for a potential acquisition of the Property; and

WHEREAS, Broker does not exclusively represent Owner in the sale of the Property, and therefore Broker requires certain agreements from Prospective Purchaser regarding representations;

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. Any and all information about the Property delivered to Prospective Purchaser by Owner or Broker, shall be deemed the "**Property Information**" and covered by this Agreement.
2. 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. Prospective Purchaser shall not, without prior written approval of Owner, use for Prospective Purchaser's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Owner, any Property Information.
3. **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.**
4. 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, and 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 Property 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.

5. 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.

**6. Broker Provisions:**

- a. **Prospective Purchaser agrees that the Property has been introduced to Prospective Purchaser by Broker, and Prospective Purchaser agrees that Broker will act as (i)  BUYER'S AGENT for Prospective Purchaser, or (ii)  an intermediary between Owner and Prospective Purchaser, except that, in either case, Broker will only seek to obtain any commissions or fees from the Owner. Prospective Purchaser agrees to work exclusively through Broker in presentation of any offer, purchase, or lease ("Transaction") of the Property. This includes any Transaction by Prospective Purchaser, or any related person or entity of Prospective Purchaser.**

- b. **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.**

7. 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.
8. 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.
9. 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 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.
10. 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.
11. 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.
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.

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.

**PROSPECTIVE PURCHASER:**

Signature: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company \_\_\_\_\_

Phone (Mobile): \_\_\_\_\_

Phone (Other) \_\_\_\_\_

Email: \_\_\_\_\_