



## CONFIDENTIALITY AGREEMENT Prospective Purchaser

**PROPERTY ID:** AR-2907, AR-2905, AR-2906

(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 and between:

\_\_\_\_\_, with \_\_\_\_\_,  
[Name of signer] [Co. Name]

a \_\_\_\_\_, on behalf of itself, its affiliates and subsidiaries, with  
[Entity reg. state and co. type]

offices located at \_\_\_\_\_ (as "**Prospective Purchaser**"), and VTI Enterprises, LLC., a Domestic LLC, with its principal offices at PO Box 250, Show Low, AZ 85902, (as "**Owner**"); and SFR Realty, LLC, a Delaware limited liability company, in referral consultation with Attlee Realty, LLC, a Texas limited liability company, as Owner's broker (collectively the "**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 to Owner regarding Owner's property trading or doing business as car washes located at 500 E White Mountain Blvd, Pinetop, AZ 85935; 261 N White Mountain Rd, Show Low, AZ 85901; 1619 W White Mountain Blvd, Lakeside, AZ 85929, (the "**Property**") for possible acquisition;

WHEREAS, Owner of Property has asked Broker to exclusively represent Owner in the possible sale of the Property, and has requested from Broker that all inquiries, communications, and requests for the release of any confidential information with respect to the potential acquisition of the Property be directed to Broker or Broker's agent; and

WHEREAS, Owner and Broker are only willing to share 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 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. **Property Information.** 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.
2. **Non-Use Commitments; Confidentiality; Non-Disclosure of Property Information.**
  - a. 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.

b. 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 regarding, or relating to, (a) the Owner, (b) the Property, or (c) the Property Information, with any other person or entity, including any of Owner's employees, customers, or vendors.

c. 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, employees, agents, accounting firm, banking institution, attorneys, or representatives (collectively "**Representatives**") who need to know such information for the sole 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.

3. **Warranty and Liability Disclaimer; Due Diligence Obligation.** Prospective Purchaser acknowledges and agrees that Owner, Broker, and any of Broker's agents providing any 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.
4. **No Direct Contact; Non-Circumvention.** Prospective Purchaser agrees that it shall not, and will direct its Representatives not to engage in any direct or indirect contact or negotiations with Owner. Prospective Purchaser will not attempt to do business with, or otherwise solicit the properties introduced to Prospective Purchaser by Broker or owned by Broker's client for the purpose of circumventing Broker's commission or relationship with Broker's client.
5. **Survival of Provisions; Obligations; Term; Notice Requirements.** 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 three (3) years after the date that this document is signed by Prospective Purchaser, whichever occurs first. Any notice required or permitted to be given under this Agreement shall be in I, by hand-delivery, commercial overnight courier or certified or registered U.S. Mail, postage prepaid and return receipt requested, to the address stated below for Broker and shall be deemed duly given upon receipt.
6. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, by hand-delivery, commercial overnight courier or certified or registered U.S. Mail, postage prepaid and return receipt requested, to the address stated below and shall be deemed duly given upon receipt.

For Broker:

Attlee Realty, LLC  
8751 Collin McKinney Pkwy  
Ste 1405  
McKinney, TX 75070

With a copy emailed to:  
legalnotices@attleerealty.com

For Prospective Purchaser:

With a copy emailed to:

7. **Return of Property Information.** 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.
8. **Indemnification; Injunctive Relief; Attorney Fees.** 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 or Broker 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 or Broker are 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.
9. **Governing Law.** This Agreement shall be governed under the laws of the State of Delaware. Venue for any cause of action arising out of this Agreement shall lie exclusively in the courts of Kent County, Delaware.
10. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
11. **Acknowledgement.** 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. **Successors and Assigns.** This Agreement shall be binding on the representatives, assigns, and successors of Prospective Purchaser.
13. **Representations and Warranties.** 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 by and for:

**PROSPECTIVE PURCHASER:**

**BROKER FOR PROSPECTIVE PURCHASER:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

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

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

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

Phone: \_\_\_\_\_

Brokerage: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_