

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement between Broker and Recipient ("Agreement") is entered into by and between **Recy Dunn - Homes Dunn Right LLC ("Broker")** and person named below ("Prospective Purchaser") for the possible purchase of C-Store gas facility, located in Pinehurst, TX. This Agreement is effective immediately upon accepting.

In consideration of being provided with Confidential Information (as hereafter defined), Prospective Purchaser agrees as follows:

1. Prospective Purchaser agrees that the Confidential Information will be used solely to evaluate the Proposed Transaction and must be kept confidential by Prospective Purchaser and its Representatives. Prospective Purchaser will not disclose Confidential Information or permit it to be disclosed to any other party, provided, however, that Confidential Information may be disclosed (and copies provided) to Prospective Purchaser's directors, officers, employees, financing sources, affiliates and advisors (collectively, "Representatives"), but only to the extent necessary to evaluate the Proposed Transaction, and, provided further, that such representatives have agreed to be bound by the terms of the Agreement.
2. The term "Confidential Information" as used herein means, all such data, including reports, interpretations forecasts, projections, records, and any other documents containing or otherwise incorporating information concerning the Property or Owner, whether provided orally or in writing, that Broker or Owner will provide or has previously provided to Prospective Purchaser at any time, together with all analyses, compilations, studies, or other documents, whether prepared by Prospective Purchaser or others.
3. The Prospective Purchaser understands and acknowledges that "Broker" and the Owner do not make any representations or warranty as to the accuracy or completeness of the Information Materials and that the information used in the preparation of the Information Materials was furnished to potential buyer of interest and has not been independently verified by "Broker" and is not guaranteed as to completeness or accuracy.
4. The Prospective Purchaser hereby indemnifies and holds harmless "Broker" and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees arising out of any breach of any of the terms of this Agreement.
5. The Prospective Purchaser acknowledges that the Property is not being offered with regard to race, creed, sex, religion, or national origin. This agreement terminates one (1) year from the date hereof except as to written claims by Owner or "Broker" against Prospective Purchaser prior thereto.
6. The Prospective Purchaser must show available cash funds equal to 20% of Purchase Price. This is a requirement prior to touring the property.

Listing Broker  
Recy Dunn - Broker  
832-541-7466  
askrecy@homesdunnright.com

Agreed to and accepted by:

Name \_\_\_\_\_

Company \_\_\_\_\_

Phone \_\_\_\_\_

EMAIL \_\_\_\_\_