

## CONFIDENTIALITY AGREEMENT

(FOR PRINCIPALS ONLY)

PLEASE COMPLETE AND RETURN TO [JVILLAO@THELIPG.COM](mailto:JVILLAO@THELIPG.COM) FOR A COPY OF THE OFFERING MEMORANDUM

**THIS CONFIDENTIALITY AGREEMENT** (“Agreement”) is made and agreed to by **Jennifer Stein Real Estate, Inc.** (“Broker”) and **Leisure Investment Properties Group LLC**, Co-Broker, (where permitted), for the exclusive listing broker for the Property, and \_\_\_\_\_ (“Purchaser”) regarding the property known as **Labus Rd, Elmendorf, Texas 78112** (“Property”). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker’s listing agreement with the Owner.

PURCHASER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owners of the Property has instructed Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, release, disseminate or transfer; any information obtained hereunder (“Information”) to any other person or entity Except to Purchaser’s affiliates and its and their members, partners, directors, officers, employees, professional advisors (including, without limitation, attorneys, accountants and consultants), potential lending sources, together with its and their respective agents and representatives (“Representatives”). This Agreement applies to all Information received from Broker, now or in the future.
2. "Confidential Information" means any information provided by Seller or its Representatives (hereinafter defined), including Broker, to Purchaser that relates to the business, productions, processes, services and operations of the Property, including, but not limited to, information related to economic, commercial, marketing, environmental, merchandising, research, development, products under development, purchasing, accounting, information technology, engineering, pricing, selling, lists of employees, members and customers and financial information. "Confidential Information" also includes notes, analyses, compilations, studies, and other documents prepared by Purchaser or its Representatives that are based upon Confidential Information. "Confidential Information" does not include information (a) that is or becomes generally available to the public; (b) that was within Purchaser’s or its Representatives’ possession prior to its being furnished to Purchaser pursuant to this Agreement, provided the source of such information was not known by Purchaser to be bound by a confidentiality agreement with Seller or Broker; (c) received from a third party not employed by or affiliated with Seller or Broker, provided such source is not

known by Purchaser to be bound by a confidentiality agreement with Seller or Broker; or (d) independently developed by Purchaser without reference to Confidential Information. "Representatives" means, with respect to any person or entity, such person's or entity's directors, members, managers, shareholders, partners, officers, employees, agents, advisors (including, without limitation, attorneys, accountants, consultants, bankers, investors and financial advisors) and other representatives.

3. Purchaser will take all appropriate precautions to limit the dissemination of the Information only to those Representatives who have need to know of the information, and who are instructed by Purchaser to abide by the terms of the Agreement.
4. All information shall be used for the sole purpose of evaluating and negotiating the potential acquisition of the Property, and it shall not at any time, or in any manner, be used for any other purpose.
5. Without the prior consent of Broker or Owner, Purchaser will not knowingly initiate communications, regarding the acquisition contemplated by this Agreement with any current tenant or other occupant of the Property, or any employee of Owner.
6. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients). Purchaser acknowledges that it is not collaborating with any other broker or agent other than the Broker named below in connection with the property.
7. Other than as set forth in future definitive documentation, neither Broker nor Owner makes any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Purchaser assumes full and complete responsibility for reconfirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same other than as set forth in future definitive documentation.
8. No outside broker represents Purchaser. Purchaser is working with \_\_\_\_\_ (**Broker**) with the understanding that **Leisure Investment Properties Group LLC**, is a Co-Broker, (where permitted), representing the Seller and facilitating the transaction with the Purchaser. In states where permitted, Broker may represent both Seller and Purchaser, consequently Broker will revert to Transactional Agency were permitted by State statute. Furthermore, Purchaser indemnifies Broker and owner against any commission claims by brokers other than stated above.

9. Purchaser acknowledges the legal remedies for breach of this Agreement may be inadequate and agrees that in the event of any actual or threatened breach of this Agreement by Purchaser, in addition to any other right or remedy that Seller may have, Seller shall be entitled to seek specific performance through injunctive or other equitable relief. Purchaser shall reimburse Seller for all costs and expenses, including reasonable attorney's fees, incurred by Seller if it is the prevailing party in any proceeding brought to enforce this Agreement. Notwithstanding any other provision of this Agreement, in no event shall any party hereto or its Representatives be liable for any indirect, special, punitive or consequential damages in connection with or arising out of this Agreement, the performance of this Agreement or the use of any Confidential Information provided under this Agreement.
10. Nothing contained herein shall be construed to prohibit either party from (i) entering into any agreement or negotiation with any other third party regarding the same subject matter or any other subject matter, or (ii) pursuing its business in whatever manner it elects, even if this involves competing with the other party. For the avoidance of doubt, Seller acknowledges that Purchaser may be engaged in the ownership, operation, development, marketing, and management of golf, country, business, sports clubs, marinas, ski hills and resorts and other similar facilities and businesses. Seller acknowledges that any such activities shall not, in and of themselves, be deemed to be a violation of this Agreement.
11. Each party hereto reserves the right, in its sole discretion, to reject all proposals, and to terminate discussions with, or directly or indirectly involving, the other party at any time. Unless and until a final purchase and sale agreement (PSA) regarding the Contemplated Transaction has been fully executed, no party hereto shall be under any legal obligation of any kind with respect to the Contemplated Transaction by virtue of this Agreement or any written or oral expressions with respect to the Contemplated Transaction, except for the matters specifically agreed to herein.
12. If Purchaser receives a request to disclose Confidential Information under subpoena, court order or other legal process, Purchaser shall promptly notify Seller so Seller may seek an appropriate protective order and/or waive Purchaser's compliance with the provisions of this Agreement. Purchaser shall, at Seller's expense, cooperate with Seller to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If, in the absence of a protective order or a waiver hereunder, Purchaser is nonetheless, on the advice of Purchaser's counsel, by law compelled to disclose Confidential Information to the tribunal or else stand liable for contempt or to suffer other censure, Purchaser may disclose only that portion of Confidential Information it is required to disclose pursuant to such legal process.

13. Unless expressly stated otherwise herein, the restrictions and obligations of this Agreement shall terminate upon the earlier of (a) consummation of the Contemplated Transaction or (b) twelve (12) months from the Effective Date.
14. This Agreement shall be governed and construed in accordance with the **laws of the State where the property is located** without giving effect to applicable principles of conflicts of law.
15. This Agreement represents the entire agreement between the parties relating to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by Purchaser. In the event that any provision of this Agreement shall, for any reason, be declared illegal, invalid or unenforceable, the same shall not affect the validity or enforceability of the remaining provisions and it is the intent of the parties that the replacement for, or modification of, any provision declared to be illegal, invalid or unenforceable be interpreted so as to follow the original as closely as possible. This Agreement may not be modified, amended, or waived, except by written instrument duly executed by the parties. Each signatory represents, covenants, and warrants that he/she has the actual authority and power to execute this Agreement and that the term and conditions hereof shall bind the respective individual or entity, as applicable. This Agreement may be executed in any number of separate faxed or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

**Purchaser:**

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

**Print Name:** \_\_\_\_\_

**Purchaser Company:** \_\_\_\_\_

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

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

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

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