

## PRINCIPAL & BROKER CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_ day of \_\_\_\_\_, 201\_\_ and shall remain in full force and effect for a period of ten years from this date. If Accepting Party executes this Agreement, then Tabani Realty, LLC (“Tabani Realty LLC”), on behalf of Owner, shall deliver to \_\_\_\_\_ (“Accepting Party”) certain information concerning the Property and/or its operations and financial/physical condition, which information is confidential and/or proprietary in nature (collectively, “Evaluation Material”) in connection with a proposed sale or financing of the Owner’s real property (“Property”)

located at \_\_\_\_\_ (the “Proposed Transaction”).

By entering into this Confidentiality Agreement (“Agreement”) and accepting the Evaluation Material, and in consideration of its being given access to same, Accepting Party agrees as follows:

1. Broker agrees that neither Tabani Realty LLC nor Owner shall be responsible for paying any fees to agents representing Potential Purchasers.
2. Broker agrees to register each Principal with Tabani Realty LLC. Each Principal must submit a signed Confidentiality Agreement, along with the Broker Confidentiality Agreement before any confidential information regarding the property is given to the Principal.
3. Broker agrees that all communication with the Seller will be directed through Tabani Realty LLC.
4. Except for the sole purpose of Accepting Party’s evaluation of the Proposed Transaction by Accepting Party (or Accepting Party’s client in the event that Accepting Party is a broker), Accepting Party shall not use, duplicate or disclose any of the Evaluation Material. The use or transmission of Evaluation Material for any other purpose including, without limitation, for the purpose of contacting [the Owner’s] current tenants or mortgagees (if any), is hereby strictly prohibited.
5. Accepting Party is strictly prohibited from divulging any confidential information or releasing any Evaluation Material without the prior written consent of [the Owner and] Tabani Realty LLC. However, Accepting Party may deliver Evaluation Material to persons or entities who, because of their involvement with, or interest in, the Proposed Transaction, need to know such information for the purpose of giving advice to Accepting Party with respect to, or consummating, the Proposed Transaction (all of whom are collectively referred to as “Related Parties”). In addition, if Accepting Party is a broker, then prospective purchasers or lenders, and their brokers, shall also be included within the definition of “Related Parties”.
6. Accepting Party shall not divulge any such confidential information or release such Evaluation Material to a Related Party, except: (i) after such person has been identified in writing; (ii) after [Owner or] Tabani Realty LLC has approved in writing the furnishing of such Evaluation Material to such person; and (iii) after such person has entered into, and delivered to Tabani Realty LLC, a Confidentiality Agreement which contains provisions substantially the same as the provisions of this Agreement. The term “person” as used throughout this Agreement shall be construed broadly to include, without limitation, any corporation, company, partnership, business entity, or individual.
7. Accepting Party shall keep all Evaluation Material strictly confidential. Accepting Party shall inform all Related Parties of the confidential nature of such information and shall cause such Related Parties to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement.
8. If Accepting Party or a Related Party does not enter into the Proposed Transaction, and/or at any time [the Owner or] Tabani Realty LLC so requests, the Accepting Party shall promptly surrender or destroy all Evaluation Material furnished to it, whether furnished before or after the date of this Agreement, including all copies thereof in Accepting Party’s possession or control. Thereafter, Accepting Party shall not retain any copies, summaries, or other compilations of the Evaluation Material, and shall destroy all documents, analyses, memoranda, notes, or other writings and electronic media prepared by or on behalf of Accepting Party and based in whole or in part upon any Evaluation Material.
9. Accepting Party shall not: (i) disclose the fact that discussions or negotiations are taking place concerning the Proposed Transaction, or any of the terms thereof; or (ii) conduct any discussions or negotiations, or make any inquiries, concerning the proposed Transaction with any person or entity other than [Owner and] Tabani Realty LLC, except as may be permitted by the preceding paragraphs or as may be required by law.

10. In the event that Accepting Party or a Related Party becomes legally compelled to disclose all or any part of the Evaluation Material, Accepting Party shall provide [Owner and] Tabani Realty LLC with prompt written notice thereof so that [Owner and/or] Tabani Realty LLC may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that compliance with the provisions of the Agreement is waived, Accepting Party shall furnish only that portion of the Evaluation Material which is legally required and will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded to the Evaluation Material after its disclosure.
11. Accepting Party acknowledges that its breach of this Agreement could damage [the Owner and/or] Tabani Realty LLC, and that the dollar amount of such damages could be substantial; moreover, Accepting Party acknowledges that remedies at law may be inadequate to compensate for violation of this Agreement. Accordingly, Accepting Party hereby agrees in advance to the granting of injunctive relief in [Owner's and/or] Tabani Realty LLC favor without proof of actual damages, in addition to any other remedies available at law or in equity. Accepting Party shall reimburse [Owner and/or] Tabani Realty LLC for all costs and expenses, including reasonable attorney's fees, incurred by them in successfully enforcing the obligations of Accepting Party and/or a Related Party under this Agreement.
12. Accepting Party acknowledges and agrees that [Owner and] Tabani Realty LLC make[s] no representations or warranties as to the accuracy or completeness of the Evaluation Material or that actual results will conform to any projections; [Owner and] Tabani Realty LLC expressly disclaim[s] any and all liability for representations or warranties, express or implied, contained in the Evaluation Material, or in any other written or oral communication transmitted or made available to Accepting Party by [Owner and/or] Tabani Realty LLC.
13. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is situated.
14. The parties hereto agree that Owner is an intended third party beneficiary of this Agreement with full standing to enforce its provisions and to maintain any legal action necessary for same. Owner is under no legal obligation of any kind whatsoever with respect to the Proposed Sale by virtue of this Agreement, except for the matters specifically agreed to herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first entered above.

**Please fax a signed copy of this agreement to Tabani Realty LLC**  
**Attention: Salman Tabani, eFax: 469-546-0269, or eMail to infotabanirealty@gmail.com**  
**Re: Property \_\_\_\_\_**

POTENTIAL PURCHASER COMPANY: \_\_\_\_\_ (Signature)

Company: \_\_\_\_\_

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

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

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

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

Mobile: \_\_\_\_\_

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

POTENTIAL COOPERATING BROKER: \_\_\_\_\_ (Signature)

Company: \_\_\_\_\_

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

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

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

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

Mobile: \_\_\_\_\_

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

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Tabani Realty, LLC

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_