



CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT PRINCIPAL ONLY

THIS CONFIDENTIALITY and NON-CIRCUMVENTION AGREEMENT ("Agreement") is made and agreed to by **Aftab Real Estate Group** ("Broker"), and _____Purchaser") regarding the property(s)/business known as "Any Gas Station/Grocery Store/Other Businesses in State of Georgia" (collectively, "Property/business"), which shall be more specifically defined once this Agreement is executed by Purchaser. It is to be signed by the parties hereto prior to the release of property and ownership information. The property and ownership information is intended solely for the limited use by the parties hereto in considering whether to pursue an offer to acquire an interest in certain investment opportunities described above.

The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of any purchase agreement or any other agreement the Broker's have or may, in the future have, with the property owner (hereinafter "Owner") or the Purchaser.

BROKER has certain specific knowledge and relationships regarding the possible availability of an asset that may fall within the buying parameters of the Purchaser. Purchaser hereby acknowledges that said asset is not actively on the market at this time and, as such, Broker would be irreparably harmed if the Purchaser breached this confidentiality or circumvented, in any way, Brokers role in this potential transaction.

PURCHASER HAS REQUESTED certain information concerning Property (hereinafter "Information") from Broker for the purpose of evaluating a possible acquisition of the Property. Owner has instructed Broker to deliver Information, much of which is highly confidential, only to those potential purchasers who sign this Agreement. Any financial or the books of the business shall be provided during the Due Diligence Period only.

The parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, nor release, disseminate or transfer any information obtained hereunder ("Information") to any other person or entity, except to those of its agents, representatives and employees who need to know the Information, and who are informed by Purchaser of the confidential nature of the Information, and agree to be bound by the terms of this Agreement.
2. All information shall be used for the sole purpose of evaluating the potential acquisition of the Property/Business, and it shall not at any time, or in any manner, be used for any other purpose.
3. Purchaser agrees that it will make no copies of the Information, and that the Information will be kept confidential and will not be disseminated in written or oral form to any third party without Broker's or Owner's prior written consent, which may be granted or denied at their sole discretion following Purchaser's disclosure to Broker of the name of the proposed recipient.
4. Purchaser shall not contact directly any persons concerning the Property, other than Broker, without Broker's written permission. Such persons include, without limitation, Owner's employees, suppliers and tenants.
5. Further, Purchaser and its agents, representatives and employees will not volunteer, or disclose in any way, to any person or entity, including tenants or prospective tenants of the Property or any competing properties:
 - that the Information has been made available,
 - any notes or summaries of the Information,
 - the fact that the Property may be for sale,
 - that discussions or negotiations are taking place or will take place, or
 - any of the terms or conditions or other facts concerning a possible acquisition of the Property.
6. If Purchaser is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information as described above. This Agreement shall be binding upon their respective successors, assigns, heirs and legal representatives, including, without limitation, any corporation or other business entity with which the Purchaser may merge or consolidate or to which they may transfer substantially all of its assets or enter into an acquisition or reorganization transaction.
7. Purchaser acknowledges that its agents, representatives and employees shall be bound by this Agreement, and any breach thereby shall be deemed a breach by Purchaser.
8. Purchaser acknowledges that in this potential transaction, Broker is the procuring cause and that Purchaser shall not enter into any agreement with the Seller unless and until the Broker's total fee of minimum ten percent (10%) of the gross purchase price payable in cash at closing is provided for by the parties. This commission shall also be earned and paid if the Owner contributes or conveys the Property/Business, or any

interest therein, to a stock sale, partnership, joint venture, or other business entity or Owner is a partnership or other business entity and an interest in the partnership or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property

9. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser understands that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.

10. In the event of any breach or threatened breach of this Agreement, Broker and Owner shall have the right and remedy to institute proceedings to obtain immediate injunctive relief, since such breach or threatened breach may cause irreparable damage to Owner and Broker, for which monetary damages would not provide an adequate remedy. Nothing in this agreement shall be construed to limit other remedies available to Broker and Owner, and the breaching party shall be liable for all costs of enforcement of the terms of this Agreement, including, without limitation, court costs and reasonable attorney's fees.

11. 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 working with any other broker or agent other than the Broker named below in connection with the property/Business.

12. 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, and agrees to hold Broker and Owner harmless from any and all claims arising out of delivery of the Information to Purchaser.

13. The Person(s) signing on behalf of Purchaser represent that they have the authority to bind the parties for whom they sign.

14. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia, with venue exclusively in the state court in Douglas County.

15. Purchaser, jointly and severally, indemnifies Broker and Owner against any commission claims by any broker other than Aftab Real Estate Group. Purchaser further acknowledges that Broker will not pay a commission to anyone who is, acts as, or has an interest of any kind or nature whatsoever, whether contingent or vested, direct or indirect, oral or written, in the Purchaser, and further acknowledges that in this contemplated transaction, the Broker is acting as the agent of the Owner and, in the event of a sale of the Property, shall be paid a commission based on a prior agreement between the Owner and the Broker.

PURCHASER:

Name/Company: _____

Address: _____

Telephone: _____ Fax Number: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Email: _____