

## CONFIDENTIALITY AGREEMENT

### PROSPECTIVE PURCHASER:

In connection with your analysis of a possible purchase of the property located at 6565 Babcock Road, in San Antonio, Bexar County, Texas, you have requested that DH Realty Partners, Inc. furnish you or your representatives with certain information, which is non-public, confidential or proprietary in nature. This information, along with all analysis, compilations, forecasts, studies or other documents which contain or otherwise reflect such information is hereinafter referred to as the "Information." The term "Information" shall not include any information that is publicly available or becomes available to you from a source that, to the best of your knowledge, is not bound by a Confidentiality Agreement with us.

- 1) As a condition to the receipt of the information, you agree to keep the information confidential and not to disclose it to other persons or to use it for any other purpose other than in connection with the matters described herein; provided however, that in connection with your analysis of the property, you may disclose the information to your directors, officers, employees, and agents who are informed by you of the confidential nature of the information and who agree to act in accordance with the terms and conditions of this Confidentiality Agreement. Upon our request, you will promptly return the information to us.
- 2) Without our prior written consent, except as required by law, you and your agents, partners, representatives and employees will not disclose to any person the fact that the information has been made available or that you have inspected any portion thereof, that discussions are taking place or have taken place concerning a possible sale and purchase or any of the terms, conditions or other facts with respect to any such possible sale and purchase including the status thereof.
- 3) You acknowledge that neither we nor any of our affiliates makes any express or implied representation or warranty as to the accuracy or completeness of the information, and neither we nor our affiliates shall have any liability to you or any of your officers, employees or agents that may be based on the information or its use by you or such officers, employees or agents.
- 4) You agree that all inquiries and communication shall be through DH Realty Partners, Inc. and that no direct communication shall be initiated with any tenants without the prior consent of the above named.
- 5) You agree that unless and until a definitive agreement between you and us in connection with a possible sale and purchase has been executed and delivered,

A Texas Corporation

San Antonio • Greater Austin

Brokerage | Management | Investments | Accounting

neither you nor we will be under any legal obligation of any kind whatsoever with respect to such a transaction, by virtue of any other written or oral expression with respect to such a transaction by any of our officers, directors, partners, employees, counsel, financial advisors or other representatives or otherwise, except for the matters specifically agreed to in this Agreement. Without limiting the generality of the foregoing, you further acknowledge and agree that we reserve the right, in our sole and absolute discretion, to reject any and all offers and/or proposals made by you, and to terminate discussions and negotiations with you at any time.

6) You acknowledge that remedies at law may be inadequate to protect against breach of this Agreement, and in addition to all other remedies available at law or equity to us, you hereby agree in advance to the granting of injunctive relief in favor of us without proof of actual damages.

If you are in agreement with the foregoing, please return one fully executed copy to us. We look forward to working with you.

Sincerely,

DH Realty Partners, Inc.

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

Prospective Buyer:

Buyer's Agent:

\_\_\_\_\_

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

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

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

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

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

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