

**FIRST AMERICAN REAL ESTATE INC**

7777 Leesburg Pike, 307-S Falls Church VA 22043 Tel 571 2323828 Fax 703 5060630

**CONFIDENTIALITY & NON DISCLOSURE AGREEMENT**

1. For the consideration of the possible acquisition of business opportunity, business assets, including leasehold and/or real estate (hereinafter "**Business**") at your request the FIRST AMERICAN REAL ESTATE INC; (hereinafter "**FARE**") has agreed to provide you information about multiple "**Business**" locations. As a condition to your being furnished the foregoing, you agree to treat it and all other information "**FARE**" or the particular "**Business**" subsequently agrees to provide to you (herein collectively referred to as the "Evaluation Material", in accordance with the provisions of this Agreement. Evaluation Material means all oral or written information of all kinds obtained from FARE, "Business" or the affiliated advisers.
  2. Among others, following "Business" locations will be covered by this agreement.
    - I. Gas Station & C Store, Roanoke & Salem Area, VA, FARE Listing ID 437  
(Exact Address to be DISCLOSED, upon execution of this Agreement).
- Buyer(s) Initial i. \_\_\_\_\_ ii. \_\_\_\_\_
3. You hereby agree that the Evaluation Material will be used solely for the purpose of evaluating a possible acquisition by you of one or more "Business(s)", and that such information will be kept strictly confidential by you and your directors, officers, employees, accountants and attorneys who need to know such information for the purpose of their evaluation of any such possible acquisition (collectively, ("Authorized Representatives")), it being understood that you agree to keep and to cause your Authorized Representatives to keep the Evaluation Material confidential and to assume the same obligations as you under this Agreement. You hereby assume full responsibility for the compliance of your Authorized Representatives to the terms of this Agreement.
  4. You agree to notify the FARE immediately if you become aware of any breach of the confidentiality of, or the misappropriation of, any of the Evaluation Material. You also agree that the FARE shall be entitled to equitable relief, including injunction and specific performance, as well as damages in the amount of \$10,000 plus such additional amount as and to the extent perceived and/or proven loss , in the event of any breach of the provisions of this Agreement. You also agree you shall not oppose the granting of such relief and that you will be responsible for the payment of all attorney's fees and costs incurred on account of the breach.
  5. You agree not to circumvent or act in any way or form detrimental to the interests of FARE, directly or indirectly whatsoever. You further agree not to initiate or maintain direct or indirect contact with any principle, officer, director, or employee of the "Business(s)" whatsoever, regarding the, operations, prospects, or finances except with the express written permission of the FARE and will direct and cause your representatives not to initiate or maintain such contact as well. Further, if you or your authorized representative(s) tour, inspect, and/or visit any of the "Business" locations, you or your authorized representative(s) will not have any communications with location employees other than as a customer of the location. All (i) communications regarding this possible transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding this transaction, will be directed only through FARE.
  6. You understand and acknowledge that any and all information contained in the Evaluation Material is being provided without any representation or warranty, expressed or implied, as to its accuracy or completeness and that it is your responsibility to perform a due diligence review at your cost and expense with a scope sufficient for your purposes prior to any acquisition. You agree that neither the Company nor its representatives or its advisers shall have any liability to you or any of your representatives or advisers resulting from the use of the Evaluation Material.
  7. In the event that you do not proceed with the transaction that is the subject of this Agreement, or at the

“Business” request, you shall promptly redeliver to FARE all materials containing or reflecting any information contained in the Evaluation Material and will not retain any copies, extracts, or other reproductions thereof in whole or in part in whatever form, whether hard copy, electronic or otherwise. Further, no information derived from reviewing the Evaluation Material may, either directly or indirectly, be used for your benefit or for the benefit or advantage of any other person or entity. You hereby agree to indemnify and hold harmless FARE and the “Business” for any damages or losses that any of them may sustain resulting from the failure by you or your Authorized Representatives to comply fully with the terms of this Agreement.

8. The respective obligations of the parties under this Agreement shall survive for a period of Five years following the date hereof. This Agreement is for the benefit of the FARE and the “Business(s)” and its principals and affiliates, whose rights are being protected herein, and those parties may enforce the terms of this Agreement as if they were a direct party to this Agreement. This Agreement and all proceedings with respect to the subject matter hereof shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of laws principles. The parties hereto hereby stipulate to the jurisdiction of the Fairfax County Circuit Court for the enforcement of the terms hereof.
9. By signing below you agree that you have fully read and understand the terms of this agreement. You also acknowledge that as the principal(s), you have been duly authorized on behalf of the purchasing entity now existing or to be formed in future for the acquisition, to bind such entity to the terms included herein. If you agree with the foregoing, please sign and return one copy of this Letter Agreement which will constitute our agreement with respect to the subject matter contained herein. Fax signatures will be considered original for the purpose of enforcement of this agreement.

FIRST AMERICAN REAL ESTATE INC.

By Mahmood Nawaz, authorized representative

Intending to be legally bound, the undersigned confirm and agree with this agreement in letter and spirit.

Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Funds Available \$ \_\_\_\_\_ Email \_\_\_\_\_ Tel \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

Funds Available \$ \_\_\_\_\_ Email \_\_\_\_\_ Tel \_\_\_\_\_

Address \_\_\_\_\_

Proforma Sales, Income & Expenses, Gas Station, C. Store - 437

SALES		
Gasoline Volume Gallons	Yearly	1,200,000
	Monthly Avg.	100,000
Convenience Store	Yearly	360,000
	Monthly Avg.	30,000
Net Lottery Commissions, Rebates, ATM, & OTHERS		20,000
Income		
Gasoline (Average of 10 Cents/gallons pool)		120,000
Convenience Store (Average of 28% of Gross Sales)		100,800
Net Lottery Commissions, Rebates, ATM, & OTHERS		20,000
Total \$	Yearly	240,000
	Monthly Avg.	20,000
Expenses		
Employee only Payroll Related Expenses		30,000
Rent Expenses		33,600
Credit Card Processing Charges		24,000
Insurance		2,400
Utilities including Tel and Postage		15,000
Store and Operating Supplies (non saleable)		2,400
Maintenance and Repairs		6,000
Taxes, Professional Fees and Licenses		3,000
Real Estate & Personal Property Taxes		6,000
Miscellaneous, Loss, Theft etc		3,600
Total Business Operating Expenses	Yearly	126,000
	Monthly Avg.	10,500
Owner Pre Tax Net Income	Yearly	114,000
	Monthly Avg.	9,500

Remarks

- State of the Art Modern Gas Station & C store Facility.
- Located at a very busy & major Rd in Central VA area town.
- Long term 15 Years Lease @ \$2,800/month increasing \$100 annually.

CONTACT, NAWAZ 571-232-3828 e mail [mailbox1230@gmail.com](mailto:mailbox1230@gmail.com)

Disclaimer Proforma Sales, Income & Expenses based on information provided by seller, Broker does not assumes any liability and responsibility for accuracy and completeness.