



CONFIDENTIALITY AGREEMENT BETWEEN PARTIES

Re: Proposed Sale by _____, as Owner (hereinafter referred to as 'Owner'), to, _____ proposed Purchaser (hereinafter referred to as 'Purchaser') of the Property and improvements described in the attached addenda (hereinafter referred to as the 'Property').

This letter will serve to confirm our agreement concerning certain information which may include various papers, documents, data, plans, and other materials, portions of which may be included in a package or brochure (hereinafter referred to collectively as the 'Evaluation Material') which Owner will make available to me for study in connection with a possible purchase by me of the Property.

Owner is prepared to furnish me with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that I treat such Evaluation Material confidentially and confirm certain representations to Owner. Therefore, as a prerequisite to Owner furnishing to me the Evaluation Material, I hereby represent and agree as follows:

- I. The Evaluation Material furnished to me will be used by me solely for the evaluating a possible transaction exclusively for my own account, as principle in the transaction, and not as a broker, finder, or similar agent for any other person- Therefore, I agree to keep all Evaluation Material (other than information which is a matter of public knowledge or is provided in other sources readily available to the public) strictly confidential; provided, however, that any such Evaluation Material may be disclosed to my directors, officers, or employees, as well as my counsel, accounting firms, and financial institutions, who need to know such information for the purpose of assisting me with my possible purchase of the Property. Such directors, officers, employees, counsel, financial institutions, and accountants shall be informed by me of the confidential nature of such information and shall be directed by me to treat such information with strict confidence subject to and in accordance with this agreement.

- II. I agree not to copy or duplicate the evaluation Material and to return the Evaluation Material to Owner promptly and not retain any copies thereof if I decide not to go forward with discussions or if requested by Owner. I agree that Owner will have no adequate remedy at law if I violate any of the terms of the Agreement. In such event Owner will have the right, in addition to any other right Owner may have, to seek injunctive relief to restrain any breach or threatened breach by me for specific enforcement of such terms.
- III. In addition, I agree that I will not disclose, without the prior written consent of **Owner, and I will direct** my representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person (other than a person authorized hereunder) the fact that the Evaluation Material has been made **available to** me, that discussion or negotiations among myself and Owner are now taking place or will take place, or any of the terms, conditions, or other facts with respect to the possible acquisition of the Property.
- IV. Although Owner has endeavored to include in the Evaluation Material information which Owner believes to be relevant for the purpose of helping me in my evaluation of the Property for possible purchase, I understand and acknowledge that Owner makes no representation or warranty to me as to the accuracy or completeness of the Evaluation Material. The financial information and projections contained in the Evaluation Material represent estimates based on assumptions considered reasonable **under** the circumstances. Owner makes no representation or warranties, express or implied, that actual results will conform to such projections. Owner expressly disclaims any and all liability for representations or warranties, express or implied, contained in the Evaluation Material or omissions from the Evaluation Material, or in any other written or oral communications transmitted or made available to me. I agree that Owner shall not have any liability to me as a result of my use of or reliance on the Evaluation Material. I acknowledge that Owner is not responsible to determine whether toxic or hazardous wastes or substances or other undesirable materials are present at the Property. It is understood that I am expected to perform and am responsible for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, as I deem necessary or desirable and as permitted by agreement with Owner.

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V. Buyer (a) warrants and represents that, it is not represented by any broker, finder or agent in any possible transaction involving the Property; (b) indemnify and save harmless Owner and their respective affiliates, successors, and assigns against and from any loss, liability, cost or expense (including attorney's fees) if any, arising from claims any broker, finder or similar agent for commissions, fees and other compensation relating to the proposed or actual transaction involving the Buyer, its affiliates, successors, assignees, or nominees; and (c) acknowledge that Owner shall in no way be bound or be deemed to have agreed to any transaction or the terms and conditions thereof until such time as Owner has executed and delivered a written agreement with Buyer under terms and conditions that are acceptable to Owner, in its sole and absolute discretion.

VI. This agreement embodies the full understanding of the parties and may only be amended or modified in writing executed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Very truly yours,

By: _____

Address: _____

ACKNOWLEDGED:

By: _____

Title: _____

Date: _____