

## CONFIDENTIALITY AGREEMENT

Confidentiality Agreement regarding the Subject Property (the "Property"): \_\_\_\_\_

Please Sign & Return To: \_\_\_\_\_

In connection with Prospective Purchaser's interest in the Property, Oldham Goodwin Group, LLC, ("OGG") is furnishing Prospective Purchaser or Prospective Purchaser's representatives with certain information, which is either non-public, confidential, or proprietary in nature. This information furnished to Prospective Purchaser or Prospective Purchaser's representatives, together with analyses, compilations, forecasts, studies or other documents prepared by OGG, its agents, representatives (including attorneys, accountants and financial advisors) or employees which contain or otherwise reflect such information or Prospective Purchaser's review of, or interest in, the Property, is hereinafter referred to as the "Information." In consideration of OGG furnishing Prospective Purchaser with the Information, it is agreed that:

1. The Information will be kept confidential and shall not, without OGG's prior written consent be disclosed by Prospective Purchaser, or by Prospective Purchaser's agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by Prospective Purchaser, Prospective Purchaser's agents, representatives or employees, other than in connection with the transaction described above. Moreover, Prospective Purchaser agrees to reveal the Information only to Prospective Purchaser's agents, representatives and employees who need to know the Information for the purpose of evaluating the transaction described above, who are informed by Prospective Purchaser of the confidential nature of the Information and who shall agree to act in accordance with the terms and conditions of this Agreement. Prospective Purchaser shall be responsible for any breach of this Agreement by Prospective Purchaser's agents, representatives or employees.
2. Without OGG's prior written consent, except as required by law (such requirements to be confirmed by a written legal opinion of Prospective Purchaser's counsel), Prospective Purchaser and Prospective Purchaser's agents, representatives and employees will not disclose to any person the fact that the Information has been made available, that discussions or negotiations are taking place or have taken place concerning a possible transaction involving Prospective Purchaser and the Property, or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
3. Prospective Purchaser shall keep a record of the written Information furnished to Prospective Purchaser and of the location of such Information, a copy of which record will be made available to OGG. All copies of the Information, except for that portion of the Information which consists of analyses, compilations, forecasts, studies or other documents prepared by Prospective Purchaser, Prospective Purchaser's agents, representatives or employees, will be returned to OGG immediately upon its request. That portion of the Information which consists of analyses, compilations, forecasts, studies or other documents prepared by Prospective Purchaser, Prospective Purchaser's agents, representatives or employees, will be held by Prospective Purchaser and kept confidential subject to the terms of this Agreement, or destroyed upon the request of OGG, and any oral Information will continue to be subject to the terms of this Agreement.
4. The term "Information" shall not include such portions of the Information which (i) are or become generally available to the public other than as a result of a disclosure by Prospective Purchaser, Prospective Purchaser's agents, representatives or employees, or (ii) become available to Prospective Purchaser on a non-confidential basis from a source other than OGG or its agents which is not prohibited from disclosing such Information to Prospective Purchaser by a legal, contractual or fiduciary obligation to OGG.
5. Prospective Purchaser acknowledges that neither OGG nor any of OGG affiliates makes any express or implied representation or warranty as to the accuracy or completeness of the Information, and OGG and its affiliates expressly disclaims any and all liability that may be based on the Information, errors therein or omissions therefrom. Prospective Purchaser agrees that Prospective Purchaser is not entitled to rely on the accuracy or completeness of the Information.

6. Prospective Purchaser agrees that any and all inquiries regarding a proposed transaction shall be submitted to OGG and that Prospective Purchaser, or Prospective Purchaser's agents, representatives, or employees, shall not communicate with or contact (or attempt to communicate with or contact) (a) Seller or any of its respective officers, directors, employees, agents, affiliates, representatives, servicers or attorneys, (b) any borrower, guarantor, obligor, debtor or pledgor under any loan, any of their respective officers, directors, employees, agents, representatives, affiliates or attorneys, or (c) any tenant of the property or their respective officers, directors, employees, agents, representatives, affiliates or attorneys, without the prior written consent of OGG, which consent may be granted or withheld in OGG's sole and absolute discretion. If and when it becomes appropriate for Prospective Purchaser to conduct due diligence or otherwise communicate directly with Seller, OGG shall provide Prospective Purchaser with the name and contact information of Seller's designated representative.
7. Prospective Purchaser and/or Prospective Purchaser's entity also acknowledges that it is acting as a PRINCIPAL ONLY and as such is not entitled to any commission and that no outside broker represents Prospective Purchaser. Prospective Purchaser is working with OGG, with the understanding that OGG is representing the Seller. If Prospective Purchaser and/or an entity to which Prospective Purchaser are a part is successful in acquiring the above referenced, it is hereby acknowledged that OGG is the procuring cause. Notwithstanding the foregoing, if Prospective Purchaser and/or Prospective Purchaser's entity is represented by an outside broker, Prospective Purchaser will indicate such representation by having Prospective Purchaser's representative broker also execute this document. Any commission or fee in connection with the transaction claimed by Prospective Purchaser's broker shall be negotiated prior to the execution of a purchase sale agreement between Prospective Purchaser's broker and OGG.
8. This Agreement is made pursuant to, will be construed under, and will be conclusively deemed for all purposes to have been executed and delivered under the laws of the State of Texas. The appropriate state courts located in Brazos County, Texas shall have exclusive jurisdiction over all matters arising under this Agreement and will be the proper forums in which to adjudicate such matters.

The foregoing correctly sets forth Prospective Purchaser's understanding, and Prospective Purchaser is so indicating by signing and returning a copy of this agreement.

PROSPECTIVE PURCHASER:

BROKER (if applicable):

\_\_\_\_\_  
Print Purchaser Name

\_\_\_\_\_  
Print Broker Name

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

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

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

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

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