

## CONFIDENTIALITY AGREEMENT

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

Please Sign & Return To: Clint Oldham-Clint.Oldham@oldhamgoodwin.com

Re: Confidentiality Agreement regarding the property known as University Park Plaza, 1101 University Drive E, College Station, TX 77840

by \_\_\_\_\_.

In connection with our interest in the property known as University Park Plaza, 1101 University Drive E, College Station, TX 77840 (the "Property"), you are furnishing me or my representatives with certain information, which is either non-public, confidential, or proprietary in nature. This information furnished to me or my representatives, together with analyses, compilations, forecasts, studies or other documents prepared by me, my agents, representatives (including attorneys, accountants and financial advisors) or employees which contain or otherwise reflect such information or my review of, or interest in, the Property, is hereinafter referred to as the "Information." In consideration of your furnishing us with the Information, we agree that:

1. The Information will be kept confidential and shall not, without your prior written consent be disclosed by me, or by my agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by me, my agents, representatives or employees, other than in connection with the transaction described above. Moreover, I agree to reveal the information only to my agents, representatives and employees who need to know the information for the purpose of evaluating the transaction described above, who are informed by me of the confidential nature of the Information and who shall agree to act in accordance with the terms and conditions of this Agreement. I shall be responsible for any breach of this Agreement by my agents, representatives or employees.
2. Without your prior written consent, except as required by law (such requirements to be confirmed by a written legal opinion of my counsel), I and my 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 me and the Property, or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
3. I shall keep a record of the written Information furnished to me and of the location of such Information, a copy of which record will be made available to you. All copies of the Information, except for that portion of the Information which consists of analyses, compilations, forecasts, studies or other documents prepared by me, my agents, representatives or employees, will be returned to you immediately upon your request. That portion of the Information which consists of analyses, compilations, forecasts, studies or other documents prepared by me, my agents, representatives or employees, will be held by me and kept confidential subject to the terms of this Agreement, or destroyed upon your request, 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 me, my agents, representatives or employees, or (ii) become available to me on a non-confidential basis from a source other than you or your agents which is not prohibited from disclosing such Information to me by a legal, contractual or fiduciary obligation to you.
5. I acknowledge that neither you nor any of your affiliates makes any express or implied representation or warranty as to the accuracy or completeness of the Information, and each of you and your affiliates expressly disclaims any and all liability that may be based on the Information, errors therein or omissions therefrom. I agree that I am not entitled to rely on the accuracy or completeness of the Information and that I shall be entitled to rely solely on the representations and warranties made to me by you in any final purchase agreement regarding an acquisition.
6. In the event that I or anyone to whom I transmit the Information pursuant to this Agreement becomes legally compelled to disclose any of the Information, I will provide you with prompt notice so that you may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that you waive compliance with the provisions of this Agreement, I will furnish only that portion of the Information which I am advised by written opinion of my counsel and will exercise my best efforts to obtain reliable assurance that confidential treatment will be accorded the Information.
7. I acknowledge that remedies at law may be inadequate to protect against breach of this Agreement, and I hereby in advance agree to the granting of injunctive relief in your favor without proof of actual damages.
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 forum in which to adjudicate such matters.

The foregoing correctly sets forth my understanding, and I am indicating by signing and returning to Clinton Oldham a copy of this agreement. Agreed and accepted as of the stated date above.

\_\_\_\_\_  
Prospect Name (Printed)

\_\_\_\_\_  
Prospective Buyer or Agent/Attorney (Signature)

**Bryan/College Station**  
2800 South Texas Avenue, Suite 401  
Bryan, Texas 77802  
Phone: 979.268.2000

**Houston**  
7102 West Sam Houston Parkway N, Suite 230  
Houston, Texas 77040  
Phone: 281.256.2300

**San Antonio**  
200 East Grayson Street, Suite 101  
San Antonio, Texas 78215  
Phone: 210.404.4600