

Property Name: Barton Creek I, II, III

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT FOR REVIEW OF PROPERTY (this "Agreement") is made and agreed to by the person designated as the Reviewer on the signature page hereof (the "Reviewer").

### Preamble

An investment advisory client of TA Realty, LLC ("Seller") is considering offering for sale certain improved real property generally described above ("Property"). Seller has determined to permit the Reviewer to review and inspect certain documents, files and other information relating to the Property (any and all such information being hereinafter referred to as the "Confidential Information"). The Confidential Information may include, without limitation, rent rolls, legal, economic, commercial, marketing, and financial information, and other physical conditions of the Property, whether oral or written, that is confidential and/or proprietary in nature. Therefore, Seller is requiring the Reviewer to execute and deliver this Agreement as a condition of its review and inspection of the Confidential Information.

In consideration of being granted the opportunity to review and inspect the Confidential Information, the Reviewer agrees as follows:

### Agreement

Section 1. Purpose. The Reviewer agrees that its review and inspection of the Confidential Information shall be solely to conduct due diligence, on its own behalf and not as an agent, consultant, representative, or broker of any other person or entity (unless disclosed in writing to Seller and expressly approved in writing by Seller), for the purpose of determining whether or not to submit a bid or to otherwise acquire the Property and for no other purpose.

### Section 2. Non-Disclosure and Use of Confidential Information.

(a) The Reviewer agrees that, except as set forth below, all Confidential Information shall be used by the Reviewer solely for the purpose stated in Section 1 hereof and that Reviewer shall not use, or permit or authorize the use by any third party, of the Confidential Information in any other way or otherwise to the detriment of Seller. The Reviewer further agrees not to directly or indirectly, release, divulge or otherwise disclose, or permit the release, divulgence or disclosure of, any of the Confidential Information, without prior written consent of Seller, to any third party (including, without limitation, any member of the brokerage community and/or the print of electronic media, whether "on" or "off" the record) other than to (i) its employees, officers, and directors (excluding those of its affiliates), and (ii) its agents and representatives, including attorneys, accountants and financial advisors (collectively, the "Representatives"), in each case, who (1) have a need to know the Confidential Information for the purpose stated in Section 1 hereof, and (2) have agreed to be bound by the terms of this Agreement.

(b) In the event the Reviewer or any of its Representatives fails in any respect to comply with its obligations under this Agreement, the Reviewer shall be liable to Seller for all damages, liabilities, costs and expenses (including, without limitation, actual attorney's fees) incurred by Seller in

connection with enforcement of Seller's rights and Reviewer's obligations hereunder whether or not litigation or any other proceeding is actually commenced.

(c) The rights, powers and remedies provided for in the preceding subsection (b) shall be in addition to and do not preclude the exercise of any other right, power or remedy available to Seller under law or in equity. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof or preclude any further exercise. Reviewer agrees to indemnify, defend and hold Seller harmless from and against any and all liabilities, claims, demands, causes of action, costs and expenses asserted against or incurred by Seller and relating to or arising out of the unauthorized disclosure of the Confidential Information to Reviewer pursuant to this Agreement or the breach of the provisions of this Agreement by Reviewer or its Representatives.

(d) Seller does not make, nor shall Seller be deemed to have made, any representation, warranty or covenant as to the accuracy or completeness of the Confidential Information, and neither Seller nor any of its officers, directors, employees, agents, attorneys or representatives shall have any liability resulting from the use by Reviewer or its Representatives of the Confidential Information. Reviewer acknowledges and agrees to such lack of representation, warranty and covenant and hereby agrees to accept the Confidential Information on an "AS-IS" basis and to accept sole responsibility for verifying the completeness and accuracy of same.

Section 3. Review of Confidential Information. Unless otherwise agreed to in writing by Seller, the Confidential Information will be made available for review to Representatives of the Reviewer whose duties include the review and inspection of property information in other similar transaction or evaluation of credit, legal, environmental, physical condition or other aspects of such transactions.

Section 4. Limited Access. The Reviewer shall inform each of its Representatives that receives any of the Confidential Information of the requirements of this Agreement, shall furnish each such Representative with a copy of this Agreement, and shall require each such Representative to comply with such requirements and shall not permit or authorize any breach or violation of this Agreement by such Representative.

Section 5. Direct or Indirect Contract by Reviewer. The Reviewer shall not directly or indirectly contact, solicit, discuss or otherwise communicate regarding the Property with any other prospective purchaser, or with any property manager, tenant or any other direct or indirect interest holder in the Property, without the prior consent of Seller, which may be withheld in the sole discretion of Seller.

Section 6. Termination. The terms and conditions of this Agreement shall remain in full force and effect for a period of two (2) years. At Seller's request, the Reviewer, within five (5) business days of such request, shall (i) deliver to Seller all copies of the Confidential Information and any compilations, studies, notes, permitted copies or other documents or records which contain or reflect Confidential Information and (ii) shall destroy any such remaining copies and/or other written information containing or reflecting any Confidential Information later acquired by Reviewer.

Section 7. Entire Agreement. This Agreement represents the entire agreement between the Reviewer and Seller relating to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by the Reviewer. This Agreement may only be amended by a writing executed by Seller and Reviewer, an original of which shall be delivered to the other party. **Nothing contained herein or otherwise shall obligate Seller to convey, or Reviewer to acquire, the Property, it being understood that such obligation shall only arise, if at all, pursuant to a purchase and sale**

**agreement negotiated and executed by Seller and Reviewer on terms acceptable to both, in each of their sole and absolute discretion. Further, notwithstanding that Reviewer may incur costs and expenses to review and inspect the Confidential Information, Seller is under no obligation to accept a bid from or otherwise convey the Property to Reviewer.**

Section 8. Reliance by Financial Advisors and Similar Parties. Seller shall be authorized to accept a copy of this Agreement (as executed by the Reviewer) as a basis for allowing the Reviewer to review and inspect Confidential Information on a Property being offered for sale by the Seller. Reviewer acknowledges that Seller is relying upon Reviewer's compliance with the terms of this Agreement and that, were it not for the Reviewer's execution and delivery of this Agreement to Seller or Broker on Seller's behalf, Seller would not furnish or authorize to be furnished to Reviewer any Confidential Information. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

IN WITNESS WHEREOF, a duly authorized representative of the Reviewer has executed this Agreement as of the date set forth below.

Dated: \_\_\_\_\_, 2020.

REVIEWER:

\_\_\_\_\_

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

Name:

Title:

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_