



JLL
2323 Victory Ave., Suite 1200
Dallas, Texas 75219
tel +1 214 265 0880

**CONFIDENTIALITY AGREEMENT |
PAVILION TOWNPLACE**

Jones Lang LaSalle Americas, Inc. ("JLL") is assisting its client BMIRF Pavilion, L.L.C. (including its subsidiaries and affiliated companies, collectively "Owner"), as its exclusive agent in connection with a possible transaction by Owner with respect to Pavilion Townplace, located in Dallas, Texas (the "Property"). In that capacity, JLL or Owner will make available to you certain information concerning the Property which may include brochures, documents, studies and other materials, both written and oral (the "Confidential Information"), provided however, Confidential Information shall not include information which (i) becomes available to the public other than as a result of a disclosure by you or your representatives, or (ii) was or becomes available to you on a non-confidential basis from a source other than JLL, Owner or our respective representatives, provided such source is not bound by any confidentiality obligation or agreement with us, Owner or our representatives. As a condition to receiving the Confidential Information, you agree with JLL and Owner as follows:

1. All Confidential Information will be used by you for the sole purpose of evaluating a possible transaction between you and Owner with respect to the Property and will not be used in any way detrimental to JLL or Owner. All Confidential Information will be kept confidential by you and not disclosed to any other parties; provided, however, such information may be disclosed to your affiliates, directors, officers, employees and representatives acting on your behalf who need to know such information for the purpose of helping you evaluate a possible transaction between you and Owner (it being agreed that such affiliates, directors, officers, employees and representatives shall be informed by you of the terms of this Agreement and shall agree to be bound by the terms hereof). You shall be responsible for any breach of this Agreement by your affiliates, directors, officers, employees or representatives.
2. In the event that you are required (by subpoena or other legal process) to disclose any information supplied to you or your representatives in the course of your dealings with us, Owner, or our respective representatives, you will provide us with prompt written notice of such request so that we may seek an appropriate protective order and/or waive (but only by a writing signed by us and Owner) your compliance with the provisions of this Agreement; and you agree to disclose no more Confidential Information than is reasonably necessary in order to respond to the required disclosure. In the event that no transaction is effected between you and Owner, you will promptly return to JLL all Confidential Information delivered to you without retaining any copy thereof.
3. All Confidential Information disclosed by JLL, Owner, or any of our respective representatives is disclosed on an "AS IS" basis. Neither JLL, Owner, nor any of our respective representatives or advisors have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information; and neither JLL, Owner, nor our respective representatives or advisors shall have any liability to you or any of your representatives or advisors resulting from the Confidential Information or your use thereof.
4. JLL is the only party authorized to represent Owner with respect to the Property, and Owner shall not be obligated to pay any fees or commissions to any other advisor, broker or representative. You shall be solely responsible for all brokerage commissions, finders' fees and other compensation payable to any broker, finder, representative or other person retained by you in connection with a proposed transaction concerning the Property, and you shall indemnify and

save harmless JLL and Owner from and against any loss, liability or expenses, including reasonable attorney's fees, arising out of any claim or claims by any broker, finder, representative or other person for commissions, fees or other compensation relating to any proposed transaction involving the Property if such claims are based in whole or in part on alleged dealings or agreements with you or any of your representatives and such broker, finder, representative or other person.

5. You shall keep confidential the fact that negotiations or discussions are taking place regarding the Property and the terms and conditions of such negotiations and discussions. In addition, you acknowledge that JLL has no power or authority to in any way bind Owner with respect to any transaction involving Owner. Owner shall in no way be bound or be deemed to have agreed to any such transaction or be under any legal obligation to enter into a transaction until such time (if any) as Owner has executed and delivered a written agreement to enter into any transaction involving the Property under terms and conditions that are acceptable to it in its sole discretion.

6. Without prejudice to the rights and remedies available hereunder, in the event of a breach of this Agreement, Owner and JLL shall be entitled to equitable relief by way of injunction or otherwise if you or your representatives breach, or threaten to breach, any of the provisions of this Agreement, and no failure or delay by us in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement constitutes the entire agreement between you, JLL and Owner relating to the matters set forth herein and supersedes any and all prior or contemporaneous understandings between the parties hereto with respect to the subject matter hereof. This Agreement shall not be amended, modified, or supplemented except in writing executed by the parties hereto and shall be binding upon the parties hereto and their successors and assigns.

AGREED and ACCEPTED this _____ day of _____, 2020

Name: _____

Signature: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-Mail: _____