

Confidentiality Agreement

This agreement, entered into this date of _____, 2023 by and between **Houston International Realty, LLC**, a limited liability company organized and existing under the laws of Texas ("Disclosing Party"); and _____ an individual ("Receiving Party").

1. In connection with the evaluation and the possible acquisition by the Receiving Party of specified **commercial real estate located at 26410 Oak Ridge Dr Spring TX 77380, referred to as The Property**, an existing commercial office building; the Disclosing Party and Owner(s) are willing, in accordance with the terms and conditions of this Agreement, to disclose to the Receiving Party certain confidential information, which is proprietary, relating to the ownership of The Property which includes, but is not necessarily limited to, financial information, renderings, architectural designs, blueprints, maps, marketing materials, brochures, pictures and drawings, and may also include commercial, contractual and financial information, as more fully described in Exhibit "A" attached hereto and incorporated by reference ("Confidential Information").

2. In consideration of the disclosure referred to in Paragraph 1, the Receiving Party agrees that the Confidential Information must be kept strictly confidential and must not be sold, traded, published, or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or reproduction, without the Disclosing Party's prior written consent, except as provided in Paragraphs 3, 4 and 5 below.

3. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent such information:

- (a) is already known to the Receiving Party as of the date of disclosure.
- (b) is already in possession of the public or becomes available to the public other than through the act or omission of the Receiving Party.
- (c) is required to be disclosed under applicable law or by a governmental order, decree, regulation, or rule (provided that the Receiving Party gives written notice to the Owner(s) and Disclosing Party prior to disclosure); or
- (d) is acquired independently from a third party that represents that it has the right to disseminate such information at the time it is acquired by the Receiving Party.

4. The Receiving Party may disclose the Confidential Information without the Owner(s) and Disclosing Party's prior written consent to a Related Party (as hereinafter defined), provided that the Receiving Party guarantees the adherence of such Related Party to the terms of this Agreement. "Related Party" means any person who is an immediate family member of the Receiving Party.

5. The Receiving Party is entitled to disclose the Confidential Information without the Owner(s) and Disclosing Party's prior written consent to the following persons who have a clear need to know to evaluate The Property:

- (a) any professional consultant or agent retained by the Receiving Party for the purpose of evaluating the Confidential Information; or
- (b) any bank financing Receiving Party's participation in The Property, including any professional consultant retained by such bank for the purpose of evaluating the Confidential Information.

Prior to making any disclosures to persons under subparagraphs (a) and (b) above, however, the Receiving Party must obtain an undertaking of confidentiality, in the same form and content as this Agreement, from each person.

6. The Receiving Party and Related Parties, if any, must only use or permit the use of the Confidential Information disclosed under Paragraphs 4 or 5 above to evaluate The Property and determine whether to enter into negotiations concerning the acquisition of The Property; provided, however, that the Receiving Party may use its own analyses of the Confidential Information in its evaluation of other properties outside this Property.

7. The Receiving Party is responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement keep such information confidential and not disclose or divulge the same to any unauthorized

person. Neither Party is liable in an action initiated by one against the other for special, indirect, or consequential damages resulting from or arising out of this Agreement, including, without limitation, loss of profit or business interruptions, however same may be caused.

8. Confidential Information must remain the property of the Owner(s) and Disclosing Party, and the Owner(s) and Disclosing Party may demand the return thereof at any time on giving written notice to the Receiving Party. Within 10 days of receipt of such notice, the Receiving Party must return all the original Confidential Information and must destroy all copies and reproductions (both written and electronic) in its possession and in the possession of persons to whom it was disclosed pursuant to Paragraphs 4 and 5.

9. If the Receiving Party acquires The Property, then this Agreement will terminate automatically on the date the Receiving Party enters into a further agreement which contains provisions covering the confidentiality of data in the Property. Unless earlier terminated under the preceding sentence, the confidentiality obligations set forth in this Agreement will terminate 3 years after the date of this Agreement.

10. The Owner(s) and Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed, and the Receiving Party expressly acknowledges the inherent risk of error in the acquisition, processing, and interpretation of The Property data. The Owner(s) and Disclosing Party, its Affiliated Companies, their officers, directors, employees have no liability whatsoever with respect to the use of or reliance on the Confidential Information by the Receiving Party.

11. (a) This Agreement is governed by and interpreted in accordance with the laws of Texas.

(b) Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved by the Parties, will be settled before three arbitrators, one to be appointed by each Party and the two appointed will appoint the third arbitrator, in accordance with the Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. A dispute will be deemed to have arisen when either Party notifies the other Party in writing to that effect.

12. Unless otherwise expressly stated in writing, any prior or future proposals or offers made in the course of the Parties' discussions are implicitly subject to all necessary management and government approvals and may be withdrawn by either party at any time. Nothing contained herein is intended to confer on the Receiving Party any right whatsoever to the Owner(s) or Disclosing Party's interest in The Property.

13. No amendments, changes or modifications to this Agreement will be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties.

14. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings, and agreements between the Parties, whether written or oral, expressed, or implied.

In Witness Whereof, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

DISCLOSING PARTIES:

RECEIVING PARTY:

HOUSTON INTERNATIONAL REALTY, LLC

By: _____
Richard Foulkes, Broker
Date: _____

By: _____
Date _____

Exhibit "A" To Confidentiality Agreement

Legal Description:

S764001 - OAK RIDGE NORTH 01, LOT 102