



# CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by ST. CROIX CAPITAL REALTY ADVISORS, LLC ("Broker") and THE "PURCHASER" (as signed below) regarding the property located at 3200 FM 971, Georgetown, Texas ("The Property"). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of any agreement the Broker might have with Owner.

Purchaser has requested information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the Property has instructed Broker to have all potential Purchasers execute this Agreement prior to engaging in substantive discussions or negotiations with potential Purchasers or their agents.

The parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. PURCHASER SHALL NOT ENTER THE PROPERTY WITHOUT EXPRESS CONSENT FROM BROKER.
2. Neither Broker nor Owner make any representation or warranty, express or implied, as to the accuracy or completeness of any Information provided by them. Purchaser assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
3. This Confidentiality Agreement applies to all Information received from Broker and/or Seller, now or in the future, which is not readily available to the general public, hereunder ("Information"). Purchaser understands that all Information delivered after executing this document shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and/or Broker. Information bound by this agreement shall not include information which Purchaser is legally compelled to disclose as required by a regulatory or governmental body.
4. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property by Purchaser, and it shall not at any time or in any manner be used for any other purpose.
5. If Purchaser is a corporation, partnership, limited liability company or other non- natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information and who are specifically aware of the Agreement and agree to honor it.
6. Purchaser and it's Agents will not disclose, permit the disclosure of, release, disseminate or transfer any information obtained to any other person, party or entity not bound by this agreement. Notwithstanding the previous sentence, that Purchaser may disclose the Information to parties whom are need to know (hereafter known as "Agents") such as its attorneys, accountants, lenders, engineers, architects, analysts and partners, provided that, each such person or entity acknowledges the confidential nature of the Information and agrees to honor the spirit of this Agreement to maintain confidentiality and restrict access to such information.
7. In the event Purchaser is represented by a Purchaser's Broker, as disclosed with Purchaser's Broker signature below, Purchaser's Broker is additionally bound to the same terms and conditions of this agreement as Purchaser. In the event Purchaser does not disclose representation herein, Purchaser indemnifies and holds Broker and Owner harmless for any claims that may arise from any Broker who may solicit Broker or Owner for a fee regarding the contemplated transaction.

8. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients). The persons signing on behalf of Purchaser represents that they have the authority to bind the party for whom they sign.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

10. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full effect.

11. This Agreement becomes effective as of executed date below, unless sooner terminated in a writing by all parties. This Agreement will remain in effect for a period of two years, or if sooner, until Purchaser and Owner enter into a purchase agreement (at which point the purchase agreement will control).

**PURCHASER**

Company: \_\_\_\_\_  
Name, title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone#: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature/ Date: \_\_\_\_\_

**PURCHASER's BROKER**

Company: \_\_\_\_\_  
Broker License#: \_\_\_\_\_  
Name, title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone#: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature/ Date: \_\_\_\_\_

Please return via email to St. Croix Capital Realty Advisors: shall@stcroixca.com