

# Marcus & Millichap

## CONFIDENTIALITY AGREEMENT

RE: COREPATH LABORATORIES  
6918 Camp Bullis Rd., San Antonio, TX 78256

This will serve to confirm our agreement concerning certain material, data and information (herein "Evaluation Material") which we will make available to you for study in connection with a possible purchase.

We are prepared to furnish you with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the condition that you treat such Evaluation Material confidentially as detailed below and confirm certain representations to us. Therefore, as a prerequisite to us furnishing to you the Evaluation Material, you hereby represent and agree as follows:

1. The Evaluation Material furnished to you will be used by you solely for the evaluating a possible transaction exclusively for your own account as a principal in this transaction. Therefore, you agree to keep all Evaluation Material strictly confidential; provided, however, that any such Evaluation Material may be disclosed to your affiliates, financial representatives, confidential consultants, partners, directors, officers, employees, lawyers, accountants, lenders, and any other party, including debt and equity sources, ("Representatives") who need to know such information for the purpose of assisting you with your possible purchase of the Property. Such Representatives shall be informed by you of the confidential nature of such information, shall be directed by you to treat such information with strict confidence. You may be liable for any Representatives breach of this agreement.

You will not copy or duplicate the Evaluation Material (except that you may copy Evaluation Material for your Representatives). You will destroy the Evaluation Material promptly upon request by us in writing with email being sufficient. You may retain copies of the Evaluation Material on company servers per routine company backup policy. You agree that we may have no adequate remedy at law if you violate any terms of this agreement. In such event, we may have the right, in addition to any other right we may seek, to seek injunctive relief to restrain any breach by you of this agreement.

Although we have endeavored, for your convenience, to include in the Evaluation Material information which we believe to be relevant for the purpose of helping you in your evaluation of the Property for possible purchase, you understand and acknowledge that we make and have made no representation or warranty to you as to the accuracy or completeness of the Evaluation Material and have made no attempt to verify the data contained therein (unless agreed upon under separate legal agreement). You agree that we will not have any liability to you as a result of your use of the Evaluation Material and it is understood that you are expected to perform your own studies and are responsible for such diligence investigations and inspections of the Property, including investigation of any environmental conditions, as you deem necessary of desirable and as permitted by agreement with us.

2. Your obligations to keep the Evaluation Material confidential shall not include information that: (i) is or becomes publicly available other than as a result of acts by you or your Representatives in breach of this agreement; (ii) information which was known to or in the possession of you or your Representatives prior to disclosure by us or Seller; (iii) information received by you or any of your Representatives from a third party who, to your knowledge, did not acquire such information on a confidential basis from Seller; (iv) information which was independently developed by or for your or any of your Representatives and which does not contain, in whole or in part, Evaluation Material; or (v) your counsels advise must be disclosed pursuant to a subpoena or other court order, but only to the extent specified in such subpoena or court order; provided prior to complying with any such order you shall give written notice to us that such demand has been made upon you (to the extent not legally prohibited) and you shall, to the extent not legally prohibited, provide us with an opportunity to contest any such direction or order at our sole cost and effort.

That Seller expressly reserves the right, at their sole discretion, to withdraw property from the market, modify seller's marketing plan or to reject any and all expressions of interest or offers to purchase the Property and/or to terminate

discussions with any entity at any time with or without notice. Seller has no legal commitment or obligation to any entity reviewing the Evaluation Material or making any offer to purchase unless and until a written purchase and sales agreement has been executed and all obligations thereunder satisfied or waived.

3. Broker shall assist in presenting any offer to acquire such property and in negotiating the terms of any such acquisition. Buyer understands that Agent may have presented the subject property to multiple buyers. Broker shall not, however, have authority to bind you to any contract or agreement. Additionally, Broker shall not be responsible for performing any due diligence or other investigation of any property, or for providing professional advice with respect to any legal, tax, engineering, construction, or hazardous materials issues. Except for information regarding your personal financial condition and the negotiations of the terms of a purchase agreement between you and Seller, you agree that the relationship with the Broker is at arm's length and is neither confidential nor fiduciary in nature. Both you and Broker agree not to take any action which would deny the other the benefits of this Agreement.
  
4. It is expressly understood that any contact with any tenants of the subject property; or with property management is prohibited, unless Owner provides verbal or written permission. **Property showings are by appointment only. Notwithstanding the foregoing, you may contact any individual or entity (including but not limited to the tenant of the property) in the ordinary course of business unrelated to the property.**

This agreement expresses the entire agreement of the parties and supersedes all previous agreements between the parties with regard to the subject matter hereof. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either expressed or implied, except as set forth herein. Any future modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

The obligations under this agreement shall terminate upon the earlier of the first anniversary of the date of this agreement or the date of executing a purchase and sales agreement with respect to the Property between you and Seller or their respective subsidiaries or affiliates.

ACCEPTED AND AGREED:

	Date
(Signature of Principal/Representative)	(Broker)
BY: _____	BY: _____
TITLE: _____	TITLE: _____
COMPANY: _____	COMPANY: _____
EMAIL: _____	EMAIL: _____