



**CONFIDENTIALITY AGREEMENT
THE LEARNING EXPERIENCE
4387 W. DAVIS, CONROE, TX 77304**

PLEASE RETURN THIS AGREEMENT TO JLL

C/O PIERCE OWENS/ DONNA KOLIUS/LUCAS DELAGARZA

4200 WESTHEIMER ROAD, SUITE 1400 HOUSTON, TX 77027 (TEL) 844-280-3247

EMAIL: dispositionservices@jll.com; pierce.owens@jll.com; donna.kolius@jll.com; lucas.delagarza@jll.com

JLL has been retained by the Owner to assist in the marketing and sale of the properties (“Property”) located at:

The Learning Experience - 4387 W. Davis, Conroe, TX 77304

Confidential information will be provided to Prospect or Broker, solely for Prospect’s or Broker’s use in determining whether Prospect has an interest in the Property. Prospect and Broker agree that the confidential information and any other written materials or oral communications relating to the Property (collectively, the “Information”) that have been or may in the future be furnished to Prospect or Broker by JLL or Owner or any agent or representative thereof, will be kept confidential as set forth below. The receiving party hereby agrees that the owner of the subject property is an intended third-party beneficiary of this agreement and shall have the right to enforce the provisions of this agreement against such receiving party.

Prospect and Broker agree that the Information will not be used other than in furtherance of the purpose described above, and that the Information will be kept confidential and will not be disclosed except to those persons, agents, representatives, or employees of Prospect who have a need to know such Information and who are advised of the confidential nature thereof, and as otherwise required by law. The term “Information,” as used herein, does not include any information that is generally available to the public through independent sources. Prospect and Broker agree that it will not disclose to third parties the substance of any discussions or negotiations which might occur concerning the Property or the terms, conditions or other aspects of any proposed transaction involving the Property. Prospect and Broker will not reproduce the Information in whole or in part and will not distribute all or any portion of such Information to any person other than as set forth above. Upon request by Owner or JLL, Prospect and Broker agree to return to JLL all Information furnished to them, without retaining copies of all or any part thereof.

The Information was assembled by JLL and has been reviewed by Owner. It contains selected information pertaining to the Property and does not purport to contain all the information that a prospective Prospect may desire. Interested parties should conduct their own investigation and analysis. Although every effort has been made to provide accurate and complete information, neither Owner nor JLL makes any representations or warranties, expressed or implied, as to the accuracy or completeness of the Information or its contents. No legal liability is assumed or is to be implied from the Information or its contents, and no legal obligations shall arise by reason of the distribution of the Information or its contents.

Prospect and Broker agree to indemnify, defend and hold harmless Owner and JLL from and against any and all losses, damages, costs and expenses, including reasonable attorneys fees, arising out of or in connection with any claim or suit asserted or brought by any broker, finder, agent or representative, for commissions, fees or other compensation, to the extent such claim or suit is based in whole or in part on dealings with or through Prospect, its directors, officers, employees, partners, agents or advisors. Prospect and Broker agree and understand that no commissions shall be paid to Prospect, relative or affiliate of Prospect.

If you are a Broker intending to represent a Prospect, please contact JLL at 844-280-3247 to register your Prospect and request a **Broker Cooperation Agreement**. The Broker Cooperation Agreement requires signatures of both Broker and Prospect for registration. Failure to submit fully executed documentation required to register a Broker/Prospect relationship may result in Broker exclusion on Prospect’s potential transaction.

(SIGNATURE PAGE TO FOLLOW)

Agreed to on this ____ day of _____ 202__.

I am interested in the specified properties as a:

Principal

Broker

Company Name: _____

Signature: _____, authorized agent

Print Name: _____

Title: _____

Address: _____

City/ST/Zip: _____

Telephone: _____

E-mail: _____

ACCESS TO DUE DILIGENCE INFORMATION WILL BE SENT VIA EMAIL CORRESPONDENCE CONTAINING WEB LINKS TO CONFIDENTIAL WEBSITES.

PLEASE NOTE IF YOU ARE A BROKER INTENDING TO REPRESENT A BUYER:

If you are a Broker intending to represent a buyer, please contact JLL at 844.280.3247 or DispositionService@jll.com to register your buyer and request a **Broker Cooperation Agreement**. The Broker Cooperation Agreement requires signatures of both Broker and buyer for registration. Failure to submit fully executed documentation required to register a Broker/Client relationship may result in Broker exclusion on Client's potential transaction.