

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into by _____ ("**Prospective Buyer**") for the benefit of EMERALD PLAZA DEVELOPMENT LTD ("**Seller**").

WHEREAS, Buyer desires to obtain information regarding the office located in College Station, Texas owned by Seller, which property is located at 1515 Emerald Plaza, College Station, Texas (the "**Property**"); and

NOW, THEREFORE, in consideration of these premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby agrees as follows:

1. Confidential Information. For purposes of this Agreement, the term "**Confidential Information**" shall mean and be deemed to include any information provided by Seller to Buyer related to the Property whatsoever, including, but not limited to financial or other material business and legal information.

2. Limitation on Disclosure. Buyer hereby agrees to retain all Confidential Information of Seller strictly in confidence, and limit its disclosure of Confidential Information to such Buyer's employees, consultants, professional representatives, directors, officers and agents and the employees, consultants, professional representatives, directors, officers and agents who Buyer believes, in good faith, need access to such information in order to properly evaluate the Sale, and further agrees not to use or disclose to others, or permit the use or disclosure of, any such Confidential Information, except as may be necessary to comply with the requirements of any law, judicial or governmental order or regulation or to the extent Seller has consented in writing to any use or disclosure.

3. Return of Confidential Information. If Seller or Buyer determines not to proceed with or consummate the Sale, Buyer shall promptly (a) destroy at Buyer's sole cost and expense the original and any copies of any and all written or tangible Confidential Information in Buyer's possession (whether prepared by Seller, Buyer, any of their advisors or otherwise), and (b) confirm in writing to Seller that Buyer has destroyed all such Confidential Information. If either Seller or Buyer determines not to proceed with or consummate the Sale, this Agreement shall terminate except for Buyer's contingent duties under this Section 3. Unless and until a final definitive agreement regarding the Sale between Seller and Buyer has been executed and delivered, neither Seller nor Buyer shall be under any legal obligation of any kind whatsoever with respect to the Sale.

4. Use of Confidential Information. Buyer hereby covenants and agrees that the Confidential Information provided by Seller shall be used by Buyer for the sole purpose of evaluating the Sale and that no other use shall be made of such Confidential Information.

5. Prohibition on discussions. Any discussions or communications between Buyer, Buyer's agent, contractors, engineers or anyone representing Buyer (a "**Buyer Party**" or the "**Buyer Parties**"), and the City of College Station, State of Texas, their political subdivisions or any other governmental agency, without the express written approval of Seller, is expressly prohibited, whether such discussion involves Confidential Information or not. By way of example only, and not by way of limitation, no Buyer Party shall approach the City to have any general or specific discussion of the Property or Buyer's intended use of the Property. Similarly, no Buyer Party shall have any discussion with any third party that is a contract or oral lessee, prospective lessee, contract purchaser, or contract seller of any portion of the Property. Buyer acknowledges that such discussions might cause concern among such third parties and

could lead to adverse consequences as the Seller moves forward with its sale and/or re-development of the Property.

6. Default by Buyer. Should Buyer breach this Agreement, Seller shall be entitled to all remedies at law (including direct, indirect and consequential damages) and/or in equity and a breach of this Agreement shall also be deemed a breach of any Purchase Agreement between the parties. Unless specifically stated otherwise this Confidentiality Agreement shall be attached and incorporated into all Purchase Agreements.

7. Entire Agreement and Governing Law. This Agreement constitutes the entire agreement with respect to the subject matter hereof. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. This Agreement is not a Purchase and Sale Agreement and Seller reserves the right to sale the property to any entity in its sole discretion it may choose, or not sale the property at all.

8. Signatures. This Agreement may be effectuated through the transmission of signature pages by electronic mail and in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed effective as of the day and year first above written.

DATED: _____

Prospective Buyer:

a _____

By: _____

Its: _____

Email: _____

Phone: _____

Buyer's Designated Broker

Name: _____

Signature: _____

Company: _____

Texas RE Lic#: _____

Please deliver to Josh Isenhour at josh@clarkisenhour.com upon execution.