



The Enclave at Coles Crossing
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT, made as of this ____ day of _____, 2013, is hereby entered into by and between DUNDEE COURT ONE, L.P. (sometimes hereinafter referred to as the “Owner”) and _____ (“Company”)

WHEREAS, the Owner has agreed to permit the Company to receive and review certain non-public documents and information relating to the possible sale of 12300 Dundee Court, Cypress, Harris County, Texas, owned by the Owner, or an affiliate thereof (“the “Asset”) which documents and information, including, without limitation, the fact that the Owner is considering disposing of the Asset and such other confidential, proprietary, financial, property, business plan and economic information (collectively, the “Evaluation Materials”) are to be held strictly confidential and not to be disclosed by the Company except as otherwise expressly set forth herein.

NOW, THEREFORE, in consideration of being granted the opportunity to receive the Evaluation Materials, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company agrees that its review and inspection of the Evaluation Materials shall be solely to evaluate the Asset in connection with its acquisition of the Asset.
2. The Company agrees to keep and maintain the confidentiality of the Evaluation Materials and not to disclose any of the Evaluation Materials, or the information contained therein, to any person or party other than (i) to its officers, directors and employees and (ii) to its investors, attorneys, accountants and financial advisors, who, in each case have a need to know the Evaluation Materials solely in connection with the purposes described in paragraph 1 above, and, in the case of those persons and parties covered by clause (i) of this paragraph 2, who have been given a copy of this Confidentiality Agreement and have agreed to be bound by the provisions hereof, and, in the case of those persons and parties covered by clause (ii) of this paragraph 2, who have entered into an agreement with the Owner substantially in the form of this Confidentiality Agreement. The persons or parties described in the aforementioned clauses (i) and (ii) are sometime hereinafter referred to as the “Representatives.” The Company shall be jointly

and severally liable with the appropriate Representative for the failure of such Representative to comply with the provisions of this Confidentiality Agreement.

3. Any of the Evaluation Materials that is required to be disclosed by law or by regulatory or judicial process may, after prompt notice to the Owner, and an opportunity for the Owner to contest such disclosure, be disclosed, provided that after the aforementioned notice and opportunity, the Owner (and or the Company) has not been granted a protective or other order preventing such disclosure.
4. The Evaluation Materials shall continue to be the property of Owner. The Company agrees to refrain and to direct its Representative to refrain from making any reproduction of any of the Evaluation Materials without the prior written consent of the Owner. Upon request of the Owner at any time, the Company shall return all items of Evaluation Material, including, without limitation, any notes, computer analyses or summaries thereof, either delivered to the Company or prepared by the Company or its Representatives, as may be directed by the Owner.
5. The Company acknowledges that it has not dealt with any broker other than Marathon Realty Advisors LLC regarding the acquisition of the Asset, or if it has, the Company hereby agrees to indemnify the Owner and its affiliates against any compensation, liability or expense arising from claims by any broker or other party it had dealings with in connection with the sale of the Asset, other than Marathon Realty Advisors LLC. The Company acknowledges that the owner of Marathon Realty Advisors LLC also has ownership in the Asset.
6. The Company acknowledges and agrees that the Owner makes no representation or warranties, whether express or implied, in fact or in law, with respect to the content, accuracy or completeness of any of the Evaluation Materials. The Company shall have no recourse against the Owner, its advisors, counsel or agents including Marathon Realty Advisors LLC in the event of any errors or omissions regarding the Evaluation Materials or any other matter. This is not an agreement to sell the Asset, nor an offer of sale. No agreement binding upon the Owner, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner enters into a formal binding agreement of sale.
7. The Company agrees not to, and to direct its Representatives not to, communicate with any other partners of the Owner, or any lender to the Owner or any of its properties, or with any tenant, property asset manager or other person or party having any rights or responsibilities with respect to the Asset, the Owner or any of its assets, without the prior written consent of the Owner, which consent may be withheld in the Owner's sole and absolute discretion.
8. Notwithstanding anything to the contrary contained herein, the terms and conditions of this Confidentiality Agreement shall remain in full force and effect for a period of two (2) years from the date hereof.

9. This confidentiality Agreement shall be governed by and construed in accordance with the law of the State of Texas. The parties hereto irrevocably consent that any action brought hereunder shall be brought in the City of Houston, County of Harris and consent to the jurisdiction of the courts therein to hear and decide the merits of any such action, which shall include, without limitation, any action at law or in equity (including an action for specific performance of the term of this Confidentiality Agreement).
10. The Company agrees to indemnify, defend and hold the Owner harmless from and against any and all claims, losses, damages and/or expenses, including, without limitation, reasonable attorney's fees, arising out of or resulting from any breach of any terms of this Agreement.
11. The Company agrees that, without prejudice, in addition to the rights and remedies otherwise available to Owner, Owner shall be entitled to equitable relief (including, but not limited to, injunctive relief) if the Company or any of its Representatives breach or threaten to breach any of the terms of this Confidentiality Agreement. In addition to any other right or remedy otherwise available to Owner, the Company agrees to indemnify, defend and hold Owner and Marathon Realty Advisors LLC harmless from and against any and all claims, actions, losses, liabilities, costs and expenses of any nature whatsoever (including, without limitation, attorney's and other legal fees and costs) arising from any such breach or threatened breach or from any non-permitted use or disclosure of any Evaluation Materials. No failure or delay by Owner, in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or privilege hereunder.
12. This Confidentiality Agreement represents the entire agreement by and between the parties hereto with respect to the Evaluation Materials and any other matter provided for herein, and may not be terminated, modified or amended except by a written instrument executed by all of the parties to this Confidentiality Agreement.

IN WITNESS WHEREOF, a duly authorized signatory on behalf of the Company has executed this Confidentiality Agreement as of the day and year set forth below.

Accepted and Agreed:

OWNER:

By: _____

COMPANY: _____

By: _____

Its: _____

Printed Name:

Date: _____

Address: _____

State: _____ Zip: _____

TEL: (____) _____

FAX: (____) _____

EMAIL: _____