

NONDISCLOSURE/CONFIDENTIALITY AGREEMENT

THIS NONDISCLOSURE/CONFIDENTIALITY AGREEMENT (this “Agreement”) is entered into as of _____, 2019 by 8799 Crownhill, LP. (“Owner”), and _____ (“Purchaser”) with reference to the following recitals of essential facts:

RECITALS

- A. Purchaser is considering the purchase of that certain property known as 8799 Crownhill, San Antonio, Texas (the “Subject Property”) from Owner.
- B. In conjunction with this Agreement, Owner will be providing Purchaser with certain confidential and proprietary information, including but not limited to certain of Owner’s marketing and business plans, financial information and other proprietary or confidential information including rent rolls with lease expiration dates.
- C. Owner has held and continues to hold such information in the strictest confidence. Owner desires to maintain the confidentiality of all such information, and is disclosing all or any portion of such information to Purchaser only upon the terms and conditions set forth in this Agreement and only upon the condition that Purchaser keep such information strictly confidential, as hereinafter set forth.
- D. Purchaser acknowledges and agrees that the purpose of this Agreement is to protect and maintain Owner’s confidential information.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements contained herein, Purchaser and Owner agree as follows:

AGREEMENT

1. Confidential Information. For purposes of this Agreement, the term “Confidential Information” means all information that Owner has not voluntarily disclosed to the general public, including without limitation, drawings, designs, plans, proposals, methods, business plans, business practices, marketing plans, financial information (historical and pro forma), pricing information, profitability information, cost information, specifications, strategies, suppliers, consultants, advisers, tenant information, tenant leases, lease expirations, lease rates, prospect lists, internal organization, employee lists, and information of third parties as to which Owner has an obligation of confidentiality. Confidential Information includes, without limitation, all derivatives, improvements and enhancements to any of the above which are created or developed by Purchaser under this Agreement. Confidential Information does not include information that Purchaser demonstrates (a) is in the public domain by reason of prior publication through no act or omission of Purchaser or its employees or agents, or

(b) was already known to Purchaser or its affiliates prior to the time of disclosure and which Purchaser is free to use or disclose without breach of any obligation to any person or entity.

2. No Disclosure or Reproduction. Purchaser agrees to hold and maintain all of Owner's Confidential Information in the strictest confidence and shall not reproduce or disclose it to any other party without Owner's advance written consent, which consent may be withheld by Owner in its sole and absolute discretion. Purchaser shall not disclose or permit the disclosure of all or any portion of Owner's Confidential Information to any employee, agent, or other representative other than those with a need to know who have been advised of this Agreement and Purchaser's obligations hereunder and have agreed to be bound hereby. If Purchaser is served with a subpoena to produce or testify regarding the Confidential Information, or is served with any discovery device seeking disclosure of all or any portion of the Confidential Information, Purchaser shall promptly notify Owner of any such request, and shall cooperate with efforts to prevent the disclosure of such Confidential Information.

3. Limited Use. Purchaser agrees to hold and maintain all of Owner's Confidential Information for the sole and exclusive benefit of Purchaser, and shall not use the Confidential Information for any purpose other than in the furtherance of evaluating Purchaser's purchase of the Subject Property. Purchaser agrees not to use any Confidential Information for the purpose of directly or indirectly recruiting, soliciting or contacting, Owner's employees, tenants, prospects and vendors.

4. No License. Purchaser agrees that such Confidential Information is and shall remain the sole and exclusive proprietary property of Owner, and that Purchaser acquires no license or other rights whatsoever in such Confidential Information by virtue of this Agreement or by virtue of any disclosure of such Confidential Information to Purchaser pursuant hereto.

5. No Copies. Purchaser agrees not to make any copies, reproductions or representations of or regarding Owner's Confidential Information in any form or medium, without the advance written consent of Owner, which consent may be withheld by Owner in its sole and absolute discretion. Immediately upon Owner's request, Purchaser shall return to Owner all copies, reproductions and representations of or regarding the Owner's Confidential Information in any form or medium.

6. No Rights to Subject Property. This Agreement is not an offer to buy and it is not an offer to sell the Subject Property nor does it provide Purchaser with any exclusive or preferential rights to negotiate any purchase of the Subject Property. All terms and conditions associated with the purchase and sale of the Subject Property, if any, shall be contained in a separate agreement, and such agreement shall not be binding until the appropriate persons properly execute it. The parties only intend for this Agreement to govern the treatment of Confidential Information.

7. No Representation or Warranty. Owner makes no representation or warranty with respect to the accuracy or completeness of the Confidential Information.

8. Equitable Relief. Purchaser agrees that any breach of this Agreement would cause Owner irreparable harm and that Owner's damages because of any such breach would be difficult or impossible to measure, and that money damages would be an inadequate remedy therefor. Upon providing sufficient evidence of the breach of any provision of this Agreement, Owner shall be entitled to specific performance and injunctive relief (both temporary and permanent). In addition, Owner shall be entitled to such damages as it has sustained due to such breach.

9. Miscellaneous

9.1. Written Amendment Only. No person may waive, alter, amend or repeal any part of this Agreement without the written consent of all parties.

9.2. Entire Agreement. This Agreement constitutes the entire agreement of Purchaser and Owner regarding the subject matter hereof. Any prior agreements, correspondence, promises, negotiations or representations not expressly set forth in this Agreement are hereby rendered void and of no force or effect.

9.3. Severability. The parties intend that every provision of this Agreement is severable. The unenforceability, invalidity or illegality of any provision for any reason whatsoever, shall not render the other provisions unenforceable, invalid or illegal. If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable under the applicable laws or regulations of any governing jurisdiction, either such provision will be deemed amended to conform to applicable laws or regulations or, if it cannot be so amended without materially altering Owner's intentions, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

9.4. No Waiver. A waiver by any party of any of the terms or conditions of this Agreement in any one instance shall not be deemed or construed to be a waiver of such terms or conditions for the future, or of any subsequent breach thereof. The failure of any party hereto at any time to enforce any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or the right of any party to thereafter enforce each and every provision of this Agreement.

9.5. Remedies Cumulative. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party.

9.6. Governing Law, Venue, Jurisdiction. The laws of the State in which the Subject Property is located shall govern this Agreement. Owner and Purchaser hereby

specifically agree that any legal action regarding this Agreement shall be commenced and maintained solely in, and hereby specifically consent to venue in and the jurisdiction of, the state courts located in the county in which the Subject Property is located.

9.7. Disputes, Costs. The prevailing party as to any disputes relating to this Agreement shall be entitled to recover from the unsuccessful party to this Agreement all costs, expenses and actual attorneys' fees relating to the enforcement or interpretation of, or any litigation or arbitration relating to, this Agreement. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post judgment motions and appeals; (2) contempt proceedings; (3) garnishment, levee, and debtor and third party examinations; (4) discovery; and (5) bankruptcy proceedings, including, without limitation, all motions, adversary proceedings and contested and uncontested matters in a case under Title 11 of the U.S. Code, where a party has appeared through counsel to protect its interests as a creditor under the Bankruptcy Code. This section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

9.8. Notices. All notices or information to be delivered pursuant to this Agreement shall be in writing and shall be given to Owner at the address set forth below or at such other address as Owner may specify in writing:

Bradley J. Hardy
904 Cambridge Oval
San Antonio, Texas 78209

9.9. Authorization. The person executing this Agreement on behalf of Purchaser represents and warrants to Owner that he/she is authorized to do so.

IN WITNESS WHEREOF, this Agreement has been entered into as of the date first set forth above.

FOR OWNER: **8799 Crownhill, LP**

By: _____
Name: Bradley J. Hardy
Title: Managing Member for General Partner

FOR PURCHASER: _____

By: _____
Name: _____
Title: _____