

NEWMARK

**South Hill
2715 Lasses Boulevard
San Antonio, TX. 78223**

CONFIDENTIALITY AGREEMENT

O'Boyle Properties Inc. d/b/a, Newmark ("NEWMARK") has been retained on an exclusive basis by the Private Owner ("Owner") with respect to the offering of the property referenced above (the "Property").

NEWMARK has available for review certain information concerning the Property which includes brochures and other materials (collectively "Information Materials"). NEWMARK will not make such Information Materials available to the undersigned principal (the "Potential Purchaser") until the Potential Purchaser has executed this Agreement. Upon NEWMARK's receipt of this executed Agreement, NEWMARK is prepared to provide the Information Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions:

1. All Informational Materials relating to the Property which may be furnished to the Potential Purchaser by NEWMARK shall continue to be the property of the Owner and NEWMARK and may not be copied or duplicated without NEWMARK's written consent and must be returned to NEWMARK immediately upon NEWMARK's request.
2. Potential Purchaser shall not disclose the Informational Materials to any person other than the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property. Such Related Parties shall be informed by the Potential Purchaser of the confidential nature of the Informational Materials and each must agree to keep all Informational Materials strictly confidential in accordance with this Agreement.
3. The Potential Purchaser hereby agrees to indemnify NEWMARK and the Owner against any compensation, fee, loss, liability or expense, including attorney's fees, arising from claims by any party Potential Purchaser has had dealings with, excluding NEWMARK, in connection with the proposed transaction. Additionally, the Potential Purchaser acknowledges that he has not had any discussions regarding the Property with any broker or agent other than NEWMARK.
4. The Potential Purchaser agrees that neither NEWMARK nor the Owner, shall have any liability for any reason to the Potential Purchaser or Related Parties resulting from the use of the Informational Materials. While there is no reason to doubt the accuracy of any of the information provided, Potential Purchaser should independently verify all information.
5. The Potential Purchaser hereby indemnifies and holds harmless NEWMARK and the Owner and their respective employees, officers, directors, partners, affiliates, successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Potential Purchaser, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property to the Potential Purchaser.

If in agreement with the foregoing, please return a signed copy of this agreement to NEWMARK.

O'Boyle Properties Inc. d/b/a, Newmark

By: _____

ACCEPTED AND AGREED TO THIS ____ DAY OF _____, 20____:

POTENTIAL PURCHASER:

Signature: _____

Name: _____

Title: _____

Company: _____

Address: _____

Phone Number: _____

FAX Number: _____

EMAIL: _____



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.

A SALES AGENT must be supervised by a broker to perform any services and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

Put the interests of the client above all others, including the broker's own interests;

Inform the client of any material information about the property or transaction received by the broker;

Answer the client's questions and present any offer to or counter-offer from the client; and

Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT OR SUBAGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. A subagent represents the owner, not the buyer, through an agreement with the owner's broker. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

Must treat all parties to the transaction impartially and fairly;

May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.

Must not, unless specifically authorized in writing to do so by the party, disclose:

- o that the owner will accept a price less than the written asking price;
- o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
- o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

The broker's duties and responsibilities to you, and your obligations under the representation agreement.

Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

O'Boyle Properties Inc.	314528	ran.holman@nmrk.com	972.934.3400
Broker's Licensed Name or Primary Assumed Business Name	License No.	Email	Phone
Patton Jones	532753	patton.jones@nmrk.com	512.497.5511
Designated Broker's Name	License No.	Email	Phone
Agent's Supervisor's Name	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date