

CUSHMAN & WAKEFIELD

405 Colorado Street, Suite 2300, Austin, TX 78701

Phone 512 474 2400

Return to Travis Crow via Email at travis.crow@cushwake.com or Carrie Caesar at carrie.caesar@cushwake.com

BROKER CONFIDENTIALITY AGREEMENT

Cushman & Wakefield U.S., Inc., ("Agent"), on behalf of Owner, has prepared this confidential investment memorandum ("Memorandum") intended solely for your limited use in determining whether you desire to express any further interest in **Raba Kistner Headquarters Building, 12821 W Golden Lane, San Antonio, TX** ("Property").

You hereby acknowledge that you are a principal or an investment advisor in connection with your consideration of this offering and agree that you will not look to the Owner or Agent for any fees or commissions in connection with this transaction. You also hereby acknowledge that you have not dealt with any broker, other than Agent, regarding the investment in the Property or, if you have, you hereby agree to indemnify the Owner and Agent against any compensation, liability, or expense arising from claims by any other broker or other party you had dealings with (excluding Agent) in connection with the Property.

The Memorandum does not purport to provide a complete or fully accurate summary of the Property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information that prospective buyers may need or desire. All financial projections are based on assumptions relating to the general economy, competition, and other factors beyond the control of the Owner and, therefore, are subject to material variation. The projections have not been verified by Agent. This Memorandum does not constitute an indication that there has been no change in the business or affairs of the Property or the Owner since the date of preparation of this Memorandum.

Neither Owner nor Agent, nor any of their respective officers, agents, or principals has made or will make any representations or warranties, express or implied, as to the accuracy or completeness of this Memorandum, or any of its contents, and no legal commitment or obligation shall arise by reason of the Memorandum or its contents. Analysis and verification of the information contained in the Memorandum is solely the responsibility of the prospect, without any representations as to the Property's physical or environmental condition. Owner and Agent expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Memorandum or for omissions from the Memorandum, or from any other written or oral communications transmitted or made available to you.

Owner and Agent expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property and/or terminate discussions with any individual or entity at any time with or without notice. Owner has no legal commitment or obligations to any individual or entity reviewing this Memorandum or making an offer regarding the Property unless and until a binding written agreement has been fully executed, delivered, and approved by Owner and its legal counsel and any conditions to the Owner's obligations thereunder have been satisfied or waived. Agent is not authorized to make any representations or agreements on behalf of the Owner.

The Memorandum and its contents (such contents as so limited herein called the "Contents"), are of a confidential nature. By accepting this Memorandum, you agree that you will hold and treat the Memorandum and the Contents in the strictest confidence, that you will not photocopy or duplicate the Memorandum or the Contents, or any part thereof, and that you will not disclose the Memorandum or the Contents to any other entity (except your employees, contractors, investors, and outside advisors retained by you or to third-party institutional lenders for financing sought by you, if necessary, in your opinion, to assist in your determination of whether or not to make a proposal) without the prior written authorization of the Owner or Agent, and that you will not use the Memorandum or any of the Contents in any fashion or manner detrimental to the interest of the Owner or Agent or for any purposes other than as necessary for evaluating the possibility of purchasing the Property. The obligations of confidentiality set forth herein shall not apply to information or materials: (a) that are developed by you without the use of the Memorandum or the Contents; (b) which is lawfully received free of restriction from another source having the right to so furnish such information; (c) after it has become generally available to the public without breach of this Agreement; or (d) must be disclosed pursuant to applicable law or regulation. In discharging the obligations of confidentiality set forth in this Agreement, you shall use the same degree of care in safeguarding the Memorandum and the Contents as you use to safeguard your own confidential or otherwise protected information, but in no event less than reasonable care.

You further agree that in addition to the Memorandum and the Contents, any and all non-public material and information regarding the Property that is provided to you by the Owner or Agent (e.g., evaluative materials, due diligence materials), or obtained by you through accessing areas of the Property that are not otherwise open to the public, shall be subject to the same reservations and limitations provided for herein to the Memorandum. Additionally, all such material and information shall be maintained by you as confidential pursuant to this Agreement.

The Memorandum, the Contents, and all other confidential information provided to you, shall be returned to Owner and Agent, or destroyed promptly, if requested by Owner or Agent, and no copies shall be retained by you.

To execute this Agreement either check the "Electronic Records & Signature Notice" box (if available) or sign this Agreement below and return it to **Travis Crow or Carrie Caesar (information at top of page)**. Signatures transmitted by facsimile or e-mail (via PDF) shall be acceptable for purposes of execution of this Agreement. Any party that presents a facsimile or e-mail signature agrees to provide an original signature upon the request of the other party.

Before signing this Confidentiality Agreement, please read the Information of Brokerage Relationships (see reverse side). Signing this Confidentiality Agreement means all parties understand and consent to the Information of Brokerage Relationships.

The terms of this Agreement shall be in effect for a period of two (2) years after execution. The party executing below represents and warrants that they have the requisite authority to bind themselves or their organization to the terms and conditions contained herein. Additionally, by your signature below, you hereby agree to accept all liability that Owner and Agent may incur in connection with your sharing of the Contents with any other party.

ACCEPTED AND AGREED TO:

Accepted By: _____
Name (Print): _____
Title: _____
Company: _____
Date: _____
Email: _____

SEND INFORMATION TO:

Name: _____
Company: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

OUTSIDE BROKER AGREEMENT

This Agreement is being entered into by _____ (“Broker”) and Cushman & Wakefield U.S., Inc. (“C&W”) in connection with the possible sale of the property known as **Raba Kistner Headquarters Building, 12821 W Golden Lane, San Antonio, TX** (the “Transaction”) between **Gazill, LLC** (the “Client”) and _____ (the “Prospect”).

1. Licenses. C&W is a duly licensed real estate broker in the State of Texas and is the sole and exclusive agent for Client with regard to the Transaction. Broker is a duly licensed real estate broker in the State of Texas and is the sole and exclusive agent for Prospect with regard to the Transaction.
2. Authority. Each party represents that it has the authority to enter into this agreement, and the individuals signing this agreement represent that they are authorized to sign the agreement on behalf of each party.
3. Commission. Broker shall be paid a fee of **2.00%** of the final sales price on the sale of the property should the Prospect close on the sale of the property. C&W shall distribute such commissions upon receipt from Client.
4. Payment Condition. Broker agrees that in no event shall C&W be under any obligation or have any liability for the payment to Broker of the cooperating broker's portion of the commission unless and until C&W has received payment thereof from Client.
5. Fees and Expenses. If either party institutes legal action to enforce its rights hereunder, the prevailing party will be entitled to recover its reasonable attorneys’ fees and other costs incurred.
6. Confidentiality. Subject to applicable law and governmental regulation, Broker agrees to hold in confidence and not use or disclose to others any information about the Transaction disclosed herein; provided, however, that Broker's obligations under this section shall not apply if such information (a) is disclosed at C&W’s request, (b) is available to the general public or known within the real estate industry, or (c) is required to be disclosed pursuant to law, court order or subpoena.
7. Miscellaneous. This agreement shall be governed by the laws of the State of Texas, without giving effect to principles of conflicts of law. This agreement constitutes the entire agreement between the parties regarding the subject matter herein, and no amendments, changes or modifications may be made to this agreement without the express written consent of each of the parties. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This agreement shall benefit and be binding upon the parties and their respective successors and assigns. This agreement may be executed and delivered (including by facsimile, “pdf” or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[SIGNATURE OF OUTSIDE BROKER]

Print Name: _____

Title: _____

Company: _____

Email: _____

Phone: _____

[SIGNATURE OF PRINCIPAL]

Print Name: _____

Title: _____

Company: _____

Email: _____

Phone: _____

Please return via email to travis.crow@cushwake.com

Cushman and Wakefield, Inc.
405 Colorado Street, Ste 2300, Austin, TX 78701
Phone 512 474 2400



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.

11-2-2015



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 sponsored by a broker 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 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. 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:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - 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.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

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.

_____ Licensed Broker /Broker Firm Name or Primary Assumed Business Name	_____ License No.	_____ Email	_____ Phone
_____ Designated Broker of Firm	_____ License No.	_____ Email	_____ Phone
_____ Licensed Supervisor of Sales Agent/ Associate	_____ License No.	_____ Email	_____ Phone
_____ Sales Agent/Associate's Name	_____ License No.	_____ Email	_____ Phone

Buyer/Tenant/Seller/Landlord Initials

Date