

**CUSHMAN & WAKEFIELD**

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**Return to Carrie Caesar via Email at [carrie.caesar@cushwake.com](mailto:carrie.caesar@cushwake.com) or Travis Crow at [travis.crow@cushwake.com](mailto:travis.crow@cushwake.com)**

**CONFIDENTIALITY AGREEMENT – 55 N IH-35, Austin, TX**

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 **55 N IH-35, Austin, 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 **Carrie Caesar or Travis Crow (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. 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: \_\_\_\_\_

## 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 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	