

## Confidentiality Agreement

Foresite Real Estate, Inc.  
Chad Knibbe, CCIM  
1380 Pantheon Way Ste 290  
San Antonio, TX 78232

**RE: Brodie Marketplace**  
8916 Brodie Lane  
Austin, TX 78748

The undersigned accepting party is interested in receiving information regarding the above-referenced properties (the "Transaction"). We agree, as set forth below, to treat as confidential any information that we or our Representatives (hereinafter defined) are furnished in connection with the Transaction (the "Confidential Material").

We agree that the Confidential Material will be used only for purposes of considering the Transaction, and will not be used or duplicated for any other purpose. We agree to keep the Confidential Material confidential, provided however, that the Confidential Material may be disclosed to our officers, directors, trustees, general partners, employees, counsel, and lenders ("Representatives") who need to have access to the Confidential Material for the purpose of evaluating the Transaction, all of whom will be directed to treat the Confidential Material as confidential in strict accordance with this letter. We represent that we are principals reviewing the Confidential Material for our own account and that we are not acting as broker or agent for any other party.

Furthermore, we agree: (i) not to disclose the fact that discussions are taking place concerning the Transaction, or any of the terms thereof, and (ii) not to contact any current or proposed tenant, or any current lender/capital provider, without the prior written consent of the Owner.

In the event that we or our Representatives are requested or required with respect to any judicial, governmental or administrative proceeding, by oral questions, interrogatories, requests for information or documents, subpoena, or similar process, to disclose any Confidential Material, we agree that we will cooperate with you and provide you with prompt notice of such request, so that you may seek an appropriate protective order or waive our compliance with the provisions of this letter agreement at your cost. If, in the absence of a protective order or the receipt of a waiver hereunder, we or our Representatives are, in the opinion of our counsel, legally required to disclose the Confidential Material in respect of such judicial, governmental or administrative proceeding or to stand liable in contempt or suffer other censor or penalty, we may disclose such information, without liability to you under this letter agreement.

Notwithstanding the foregoing or any contrary agreement or understanding, the parties (and each of their respective employees, representatives or other agents) may disclose to any and all persons, without limitation of any kind, the U.S. federal income tax treatment and U.S. federal income tax structure of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are provided to them relating to such U.S. federal income tax treatment and U.S. federal income tax structure.

We agree that unless and until there is a definitive agreement between us and you with respect to the Transaction, neither we nor you will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of any other written or oral expression with respect to such Transaction by any of our Representatives, except for matters specifically agreed to in this letter.

This letter shall be governed by and construed in accordance with the laws of the Texas.

Very truly yours,

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date: \_\_\_\_\_