

# Confidentiality Agreement

## PROSPECTIVE PURCHASER:

In connection with your analysis of a possible purchase of **Budget Storage and Chelsea Row Apartments**, located at **12555 South Dairy Ashford Road, Houston, TX , Harris Services** furnish you and/or your representatives with certain information which is non-public, confidential or proprietary in nature. This information, along with all analysis, compilations, reports, or other documents that contain or otherwise reflect such information, is hereinafter referred to as the "Information". The term "Information" shall not include any information that is publicly available or becomes publicly available through the exercise of your knowledge is not bound by a Confidentiality Agreement with us.

1. As a condition to the receipt of the information, you agree to keep the information confidential and not to disclose it to other persons or to use it for any other purpose other than that for which it was provided however, that in connection with your analysis of the investment, you may disclose the information to your attorneys, accountants, lender's, directors, officers, employees, agents, partners, representatives and employees of the confidential nature of the Information and who agree to act in accordance with the terms and conditions of the Confidentiality Agreement. Upon your request, you will promptly return the Information hereof.
2. Without our prior written consent, except as required by law, you and your attorneys, accountants, agents, lender's, partners, representatives and employees will not disclose the Information if it has been made available or that you have inspected any portion thereof, that discussions are taking place or have taken place concerning a possible sale and purchase or any other transaction involving any such possible sale and purchase including the status thereof.
3. You acknowledge that neither we nor any of our affiliates makes any express or implied representation or warranty as to the accuracy or completeness of the Information, and you agree to hold us, our officers, employees or agents harmless to you or any of your officers, employees or agents that may be based on the information or its use by you or such officers, employees or agents. Reviewer irrevocably warrants that the information supplied by Seller in deciding whether or not to purchase the property or offer to purchase it. Without limiting the foregoing information derived from the appraisal and other sources, Reviewer and persons other than Seller and Reviewer acknowledges Seller makes no representations as to the accuracy of such information.
4. You agree that all inquiries and communication shall be through Joe Linsalata, Broker, and that no direct communication shall be initiated with building management, its officers, employees, agents, partners, representatives and employees **of the Property without the prior consent of the above named.**
5. You agree that unless and until a definitive agreement between you and the owner in connection with a possible sale and purchase has been executed and delivered, neither we nor any of our affiliates whatsoever with respect to such a transaction, by virtue of any other written or oral expression with respect to such a transaction by any of our officers, directors, partners, employees, agents, partners, representatives or otherwise, except for the matters specifically agreed to in this Agreement. Without limiting the generality of the foregoing, you further acknowledge and agree that you have the right, in your sole and absolute discretion, to reject any and all offers and/or proposals made by you, and to terminate discussions and negotiations with you at any time.
6. **Neither party will disclose the purchase price or offering price to any party including any governmental body unless required to do so by law.**

Name

\_\_\_\_\_  
First Name                      Last Name

E-mail Address

\_\_\_\_\_

Company

\_\_\_\_\_

Phone Number

\_\_\_\_\_

**I have read and agree to the confidentiality agreement**

Yes