

## CONFIDENTIALITY AGREEMENT

### PROSPECTIVE PURCHASER:

In connection with your analysis of a possible purchase of Bayview Tower located at 400 Mann St., City of Corpus Christi, Nueces County, Texas, you have requested that Linsalata Realty 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, forecasts, studies or other documents, which 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 available to you from a source that, to the best 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 in connection with the matters described herein; 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 and agents who are informed by you 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 to us and sign a copy 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 to any person the fact that the Information 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 of the terms, conditions or other facts with respect to 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 neither we nor our affiliates shall have any liability 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 it has not and will not rely on any 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 district or multiple listing service is obtained from 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 or employees or **any current or former tenants 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 party will be under any legal obligation of any kind 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, counsel, financial advisors or other 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 the owner reserves the right, in their 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.**

If you are in agreement with the foregoing, please return one fully executed copy to us. We look forward to working with you.



Joe Linsalata, Broker Linsalata Realty Services

### Accepted and Agreed:

---

**Buyer or Broker Signature**

---

**Print Name**

---

**Date**