

**CO-BROKERAGE  
CONFIDENTIALITY AND CONDITIONS OF OFFERING AGREEMENT**

Page 1 of 3



**Property:** 16400 Park Row

---

**Location:** Houston, Texas

---

**Potential Investor:**

---

**Investor's Representative:**

---

---

Upon execution of the agreement, please remit entire three-page agreement via facsimile or as a scanned image via email to:

**Attention:** Pam McDougald  
**Email Address:** pmcdougald@hfflp.com  
**Facsimile:** (713) 852.3490

---

HFF represents Owner as Owner's exclusive agent or broker for the potential sale or capitalization of the Property. This Confidentiality and Conditions of Offering Agreement (the "Agreement") will confirm the mutual understandings of Potential Investor, Potential Investor's Representative, HFF, and Owner in connection with Potential Investor's review of certain confidential information, including but not limited to, an offering memorandum, documents, data, financial statements, reports, forecasts, projections, surveys, diagrams, records, engineering reports, and other documents concerning the Property (the "Offering Materials"). Owner and HFF may make the Offering Materials available in written, electronic, or verbal form to the Potential Investor following HFF's receipt of the Agreement, duly executed by Potential Investor. The terms of the Agreement follow.

1. **Ownership, Use and Return of Offering Materials** - The Offering Materials shall continue to be the property of the Owner and HFF. The Offering Materials will be used by the Potential Investor solely for the purpose of evaluating the possible acquisition of the Property and not for any purpose unrelated to the possible acquisition of the Property. The Offering Materials may not be copied or duplicated without the Owner's or HFF's consent, and must be returned to HFF immediately upon request or when the Potential Investor declines to make an offer for the Property or terminates discussion or negotiations with respect to the Property.
2. **Confidentiality and Disclosure of Offering Materials by Potential Investor** - Potential Investor acknowledges that the Offering Materials are considered confidential and proprietary information and will not make any Offering Materials available, or disclose any of the contents thereof, to any person without Owner's or HFF's prior written consent; provided, however, that the Offering Materials may be disclosed to the Potential Investor's partners, employees, legal counsel, advisors, and institutional lenders (collectively the "Related Parties") as reasonably required for an evaluation of the Property. Such Related Parties shall be informed by Potential Investor of the confidential nature of the Offering Materials and the terms of this Agreement and shall be directed by Potential Investor to keep the Offering Materials and related information strictly confidential in accordance with this Agreement. Potential Investor shall be responsible for any violation of this provision by any Related Party.
3. **Potential Investor as Principal and Other Brokers or Agents** - Potential Investor is a principal and not an agent of or acting on behalf of any other party in connection with the purchase of the Property. Potential Investor will not look to HFF or to Owner for any brokerage commission, finder's fee, or other compensation in connection with the sale of the Property or any interest therein. Potential Investor acknowledges that it has not had any discussion regarding the Property with any broker or agent unless otherwise noted in paragraph 10 of this Agreement. Potential Investor shall indemnify and hold Owner and HFF harmless from and against any claims, causes of action, or liabilities relating to the Property by any agents or brokers resulting from Potential Investor's actions.
4. **No Representations as to Offering Materials or Condition of Property** - Potential Investor understands and acknowledges that neither Owner nor HFF make any representation or warranty as to the accuracy or completeness of the Offering Materials or the condition of the Property in any manner. The Potential Investor further understands and acknowledges that the information used in the preparation of the Offering Materials was furnished by Owner and has not been independently verified by HFF, and is not guaranteed as to completeness or accuracy. Potential Investor agrees that neither Owner, nor HFF shall have any liability for any reason to the Potential Investor or any of its representatives or Related Parties resulting from the use of the Offering Materials by any person in connection with the sale of, or other investments by Potential Investor in the Property whether or not consummated for any reason. Neither Owner nor HFF is under any obligation to

CO-BROKERAGE  
CONFIDENTIALITY AND CONDITIONS OF OFFERING AGREEMENT

Page 2 of 3



**Property:** 16400 Park Row

---

**Location:** Houston, Texas

---

**Potential Investor:**

---

**Investor's Representative:**

---

notify or provide any further information to Potential Investor or Related Parties if either Owner or HFF becomes aware of any inaccuracy, incompleteness or change in the Offering Materials. The undersigned acknowledges that neither Owner nor any person acting on Owner's behalf, has made any representation or warranty as to the accuracy or completeness of the Offering Materials, or the suitability of the information contained therein for any purpose whatever, and any representation or warranty in connection therewith is hereby expressly excluded. The Offering Materials provided to the undersigned are subject to, among other things, correction of errors and omissions, additions or deletion of terms, and withdrawal upon notice. The undersigned agrees that neither Owner, HFF, or any person acting on Owner's or HFF's behalf, shall have any liability to the undersigned resulting from the delivery to, or use by the undersigned of the Offering Materials or otherwise with respect thereto. Potential Investor and Related Parties shall rely only their own due diligence and investigation of the Property, including but not limited to any financial, title, environmental, physical, tenant or any other matters.

5. **Withdrawal of Property from Market or Termination of Discussions** - Potential Investor acknowledges that the Property has been offered for sale or capitalization subject to withdrawal of the Property from the market at any time or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever.
6. **Term of Agreement** - The terms and conditions of this Agreement shall remain in full force and effect for a period of two years from the date hereof.
7. **Remedies** - In the event that Potential Investor and/or Potential Investor's Representative fails to comply with the terms and conditions of this Agreement, Potential Investor and/or Potential Investor's Representative may be liable to Owner and/or HFF for such breach, Owner and/or HFF shall be entitled to exercise any right, power, or remedy available at law or in equity for such breach.
8. **Applicable Law** - This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts of law provisions.
9. **Access to Property, Property's Management, Property Lender, and Property Tenants** - Potential Investor agrees to not seek to gain access to any non-public areas of the Property or communicate with Property's management employees, the holder of any financing encumbering the Property, the Property's tenants, and the Owner's partners in the ownership of the Property, without the prior consent of Owner or HFF, which consent may be withheld in the Owner's sole discretion.
10. **Potential Investor's Representative** - The Potential Investor has appointed Potential Investor's Representative with respect to the purchase of the Property. The Potential Investor agrees to pay all brokerage fees, finder's fees or any other compensation claimed by the Potential Investor's Representative in connection with its interest in or proposed or actual purchase of the Property or any interest therein. The Potential Investor's Representative, by signing below, agrees to be bound by all the terms and conditions of this Agreement whether stated as obligations of the Potential Investor or the Potential Investor's Representative under the terms and conditions of this Agreement. The Potential Investor's Representative further agrees it will not look to the Owner or HFF for any brokerage commissions, finder's fee or any other compensation claimed in connection with the sale of the Property or any interest therein to the Potential Investor or any other party (whether or not consummated for any reason. The Potential Investor's Representative agrees herewith that its authorization to act in any capacity with respect to the purchase of the Property is limited to representing the Potential Investor and agrees that it will not discuss or exchange any information regarding the Property with any party other than the Potential Investor. Potential investor and Potential Investor's Representative agree to

CO-BROKERAGE  
CONFIDENTIALITY AND CONDITIONS OF OFFERING AGREEMENT  
Page 3 of 3



Property: 16400 Park Row

Location: Houston, Texas

Potential Investor:

Investor's Representative:

hold HFF and Owner, its officers, directors, partners, employees, agents, representatives, and any of their affiliates, beneficiaries, successors, and assigns harmless from, and shall indemnify and defend them against any and all fines, losses, damages, suits, claims, actions, demands, liabilities, costs and expenses (including court costs and attorney's fees) of any kind, nature or character (collectively, the "Claims"), in connection with, related to, resulting from or arising or alleged to have arisen in connection with the Potential Investor's Representative's actions.

**11. Entire Agreement, Waiver or Modification** - This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by the parties subsequent to the date of this Agreement. The parties have not made any other agreement or representation with respect to such matter.

**POTENTIAL INVESTOR:** Accepted and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Agreed and accepted.

Agreed and accepted.

**Potential Investor Representative:**

**Potential Investor:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address 1

\_\_\_\_\_  
Address 1

\_\_\_\_\_  
Address 2

\_\_\_\_\_  
Address 2

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
E-mail Address