

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by and between Nicholas Walker and Marcus & Millichap Real Estate Investment Services of Ontario ("Broker"), exclusive listing broker for the Property, and \_\_\_\_\_ ("Buyer") regarding the property known as Spare Space Storage in Austin, Texas ("Property"). The obligations of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker's listing agreement with the Owners.

BUYER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. Much of the information to be provided is non-public, highly confidential and/or proprietary in nature (collectively "Information") and is being disseminated only to those potential buyers who sign this agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. **Non-disclosure of Information:** Buyer will not disclose, permit the disclosure of, release, disseminate or transfer any of the Information obtained from Broker or Owner to any other person or entity except as permitted herein. If Buyer is a corporation, partnership, limited liability company, investment trust, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who need to know the Information, and who are specifically aware of the Agreement and agree to be bound by it.
2. This Agreement applies to all Information about the Property received from Broker or Owner, now or in the future, which is not readily available to the general public. Buyer understands that all Information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
3. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property and shall not at any time or in any manner be used for any other purpose.
4. Buyer shall not contact directly any persons concerning the Property, other than Broker, without Broker's or Owner's written permission. Such persons include, without limitation, Owner's employees, suppliers and tenants.
5. Buyer acknowledges that it is a principal and not an agent or acting on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients). Buyer acknowledges that it is not working with any other broker or agent other than the Broker named below in connection with the Property. Buyer acknowledges that neither it nor its clients shall receive any fee or commission from Seller or Broker in the event a closing occurs on the Property.

6. Neither Broker nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any Information provided by them. Buyer assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
7. The persons signing on behalf of Buyer and Broker represent that they have the authority to bind the party for whom they sign.
8. This agreement shall be governed and construed in accordance with the laws of the State of Texas.
9. **Return of Documents:** Upon review of Information provided, if Buyer no longer has an interest and does not wish to pursue negotiations leading to this acquisition, Buyer agrees to return in a timely fashion all Information provided in its original form to Nicholas Walker, if requested. Photocopying or other duplication is strictly prohibited.
10. In the event any party breaches its obligations under this Agreement, the prevailing party (parties), in any lawsuit brought to enforce the provisions of this Agreement, shall be entitled to reasonable attorney's fees and costs in addition to all other remedies available to it.

**BUYER:** \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**BY:** \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**LISTING BROKER:**

NICHOLAS WALKER  
Marcus & Millichap  
3281 East Guasti Road, Suite 800  
Ontario, CA 91761  
909-456-3496 (Phone)  
909-456-3410 (Fax)  
License: CA 01827268

**BROKER OF RECORD:**

TIMOTHY SPECK  
License: TX 28026