

CONFIDENTIALITY AGREEMENT
5932 – 5968 Fairmont Parkway | Pasadena, Texas

This Confidentiality Agreement (the “**Agreement**”) is made as of _____, 2014, by and between **A-S Fairmont Parkway-Beltway 8, L.P. (“Ownership”)** and _____ (the “**Company**”).

R E C I T A L S

Ownership and the Company have commenced discussions with respect to a possible business transaction (the “**Transaction**”) concerning the purchase and sale of the real estate commonly known as **Fairmont Parkway Shopping Center in Pasadena, Texas** (the “**Property**”) between the Company and Ownership or one of its real estate owning affiliates.

The Company desires to investigate and examine information and financial statements for the sole purpose of evaluating whether the Company wishes to enter into a definitive agreement with Ownership for a Transaction.

Ownership is willing to provide such information upon the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements contained herein, the parties hereto agree as follows:

1. **Access.** Ownership will provide Confidential Information (as defined in Paragraph 2 below) to the Company’s employees, officers, partners, agents, attorneys, accountants, financial and other advisors (the “**Representatives**”).

2. **Confidential Information.** The term “**Confidential Information**”, as used in this Agreement, shall mean all information or material concerning the financial or other condition of the Property obtained by or provided to the Company directly or indirectly in connection with the Transaction and any work product or analysis generated therefrom. The Company acknowledges that Ownership makes no representation or warranty as to the accuracy or completeness of the Confidential Information.

3. **Non-Disclosure of Confidential Information.** The Company agrees to hold in confidence and not to cause, permit or enable, directly or indirectly, the disclosure, publication, transfer, misappropriation or revealing to any person or entity other than the Representatives of the Confidential Information without prior written consent of a duly authorized representative of Ownership. The Company also agrees not to use the Confidential Information for any purpose at any time, other than for the sole purpose of evaluating the possible Transaction. The Company represents that it has not provided, communicated or transmitted any of the Confidential Information already received, if any, to any third party (except the Representatives).

4. **Return or Destruction of Confidential Information.** In the event that discussions in connection with the Transaction cease for any reason, the Company shall (a) within five (5) days return to Ownership all copies of any written Confidential Information received, (b) destroy all other Confidential Information stored in any media, (c) not make any

other use of such Confidential Information, and (d) not provide such Confidential Information to any other person or entity for any purpose.

5. **Additional Parties.** The Company agrees to cause its Representatives coming into contact with any Confidential Information to be made aware of this Agreement and of the obligation of such persons to honor this Agreement as though made by a party hereto.

6. **Commissions.** Purchaser has been advised that Transwestern Property Company SW GP, L.L.C. (d/b/a Transwestern) or its affiliate (“**Agent**”) is acting on behalf of Seller as exclusive broker in connection with the sale of the Property. Therefore, Purchaser agrees to pay all brokerage commissions, finder’s fees, and other compensation to which any other broker, finder, or other person may be entitled in connection with the sale of the property if such claim or claims for commissions, fees or other compensation are based in whole or in part on dealings with Purchaser or any of its affiliates or representatives (except Agent’s compensation, which is payable by Seller); and Purchaser agrees to indemnify and hold harmless Agent and Seller, their respective affiliates, successors, and assigns, employees, officers, and directors, against and from any loss, liability or expense, including reasonable attorney’s fees and costs, arising out of any claim or claims by any such broker, finder or similar agent for commissions, fees or other compensation for bringing about any sale of the property to Purchaser or its affiliates if such claim or claims are based in whole or in part on assertions of dealings with Purchaser or any of its affiliates or representatives.

7. **Injunctive Relief.** The Company understands and agrees that, because of the unique nature of the Confidential Information, Transwestern and the owner of the Property will suffer immediate, irreparable harm in the event the Company or the Representatives fail to comply with the obligations under this Agreement and that monetary damages will be inadequate to compensate Transwestern and the owner of the Property for such breach. Accordingly, the Company agrees that Transwestern and the owner of the Property will be entitled, in addition to any other remedies available to it at law or in equity, to injunctive relief to enforce the terms of this Agreement. The prevailing party in any such enforcement action shall be entitled to recover its costs of suit, including reasonable attorney's fees.

8. **Disclosure Required by Law.** Nothing herein prohibits the Company from making any disclosure required by subpoena, court order or similar legal process or requirement; provided, however, that before making any such disclosure of Confidential Information, the Company shall give Ownership as much proper notice before making the disclosure as is reasonably possible so as to enable Transwestern to seek a protective order or other legal restraint on such disclosure.

9. **Miscellaneous.** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, any such provision shall be deemed and construed to extend only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid. The interpretation and performance of this Agreement shall be governed by the law of the State of Texas. This Agreement may only be amended or modified or assigned in writing signed in advance by the parties hereto. This Agreement may be executed in one or more counterparts each of which shall be deemed to

constitute an original and shall become effective when each of the parties hereto has signed and delivered to the other party a copy of this Agreement, whether or not all parties have signed the same copy. This Agreement may be executed and delivered by facsimile. This Agreement shall be binding upon the respective affiliates, subsidiaries and successors and assigns of the parties hereto but may not be assigned by the Company without the consent of Ownership.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

BY: _____

PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

Print clearly and email to elissa.shortridge@transwestern.com.