



COMMERCIAL REQUEST FOR EVALUATION MATERIALS AND CONFIDENTIALITY AGREEMENT

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Property: **2105 E. County Road 130, A,B,C,D, Midland, 79706**

Seller: **Henry L. Starr**

Broker: **Lance White**

Prospect: _____

The undersigned as a prospective purchaser of the Property ("Prospect") requests information for review regarding the Property ("Evaluation Materials"). Broker represents Seller in connection with the Property. In consideration of Seller and Broker making the Evaluation Materials available to Prospect, Prospect agrees as follows:

1. The Evaluation Materials will not be used for any purpose other than to evaluate a possible purchase of the Property. Prospect will hold the Evaluation Materials confidential pursuant to the terms of this agreement. The Evaluation Materials will at all times remain the property of Seller.
2. Prospect will not make any of the Evaluation Materials available, or disclose or distribute, either orally or in writing, any of the contents of the Evaluation Materials to any person other than Prospect's broker, counsel, analyst(s), partner(s), or potential lender(s) (collectively, "Prospect's Team").
3. Prospect will inform each member of Prospect's Team of the confidential nature of the Evaluation Materials and the existence and terms of this Agreement prior to making the Evaluation Materials available to such member of Prospect's Team. Prospect will cause each member of Prospect's Team, as Prospect's agents, to comply with all nondisclosure requirements and all other terms of this agreement.
4. Prospect and Prospect's Team will not disclose to any other person the fact that the Evaluation Materials have been made available to Prospect and Prospect's Team, that any discussion is taking place concerning a potential transaction involving the Property, or any of the terms, conditions or other facts with respect to any such transaction, including the status thereof.
5. Prospect will not contact any tenant or property management staff of the Property in connection with its review of the Evaluation Materials. Any and all questions related to the Evaluation Materials must be directed solely to Broker.
6. Prospect acknowledges that neither Seller nor Broker has made any representation, warranty or guarantee as to the completeness or accuracy of the Evaluation Materials. Prospect will defend, indemnify and hold Seller and Broker harmless from and against all loss, damage or expense sustained or incurred by Seller or Broker by reason of any unauthorized distribution or disclosure of the Evaluation Materials by Prospect or by any member of Prospect's Team, or any other violation of this agreement by Prospect or by any member of Prospect's Team.
7. Seller may elect at any time to terminate access to the Evaluation Materials. Prospect will, upon written request by Seller or Broker, promptly return all written Evaluation Materials. Prospect will not retain copies of the Evaluation Materials or any analysis of the information in the Evaluation Materials.

This agreement does not restrict disclosure or use of portions of the Evaluation Materials that are not confidential information. Information in the Evaluation Materials is not confidential information if that information (i) is now or hereafter becomes known to the public or in the public domain other than through Prospect's fault or breach or as a result of a disclosure or other act by any member of Prospect's Team, or (ii) was independently developed or acquired by Prospect or a member of Prospect's Team from a third party who

rightfully obtained such information and was not itself bound by a confidentiality agreement with or other obligation of secrecy to Seller.

Disclosure of the confidential portions of the Evaluation Materials in violation of the agreement will cause irreparable injury to Seller. Seller is entitled, without waiving any other rights or remedies, to obtain an injunction against unauthorized disclosure or the use of the Evaluation Materials, whether threatened or actual.

This is not an agreement to sell or purchase the Property, nor an offer of sale or purchase. The Evaluation Materials are intended solely for Prospect's own limited use in considering whether to pursue negotiations to acquire the Property. No agreement will exist that is binding upon Seller, or any of its affiliates, until Seller or its affiliate executes a formal binding agreement of sale. Seller reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the Property and to terminate discussions and negotiations with any party at any time.

Date executed: _____

Prospect: _____

Address: _____

Phone: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____