



CONFIDENTIALITY AGREEMENT

In connection with the sale presentation of Irving Square Shopping Center located in Irving, Texas, CenterPoint Commercial Properties, LLC (herein as "CenterPoint") is agreeing to permit the undersigned Buyer and its Agent to review and inspect information relating to the Property ("Confidential Information").

The undersigned Buyer(s), its successors, affiliates, assigns, and nominees (the "Buyer") and its real estate representative (if acknowledged below) ("the "Agent") hereby acknowledge receipt of the Confidential Information about Irving Square Shopping Center with an address of 3550-3560 W. Airport Freeway in the City of Irving, Dallas County Texas (the "Property"). Buyer and Agent have sought out the information to evaluate the Property for the sole purpose of purchasing the same. Buyer and Agent understand that the Confidential Information presented includes, but is not limited to, any marketing material which may include financial and/or operational information about the Property.

In the consideration of having been provided the Confidential Information, Buyer and Agent hereby agree:

(1) not to disclose any of the Confidential Information without prior written consent of CenterPoint to any third-party other than to its employees, officers and directors, or its agents and representatives (including attorneys, accountants, and financial advisors).

NOTE: Agent may not disclose any of the Confidential Information to any third parties, including associates of its real estate firm including officers or directors, other than Buyer listed below without the prior written consent of CenterPoint.

(2) **Not to attempt to contact the owners, employees, customers, tenants, or landlord of said Property.**

(3) The Confidential Information is submitted by CenterPoint without warranty or representation as to its accuracy and it shall be verified by Buyer (or it representatives) and Agent.

Buyer and Agent acknowledge that CenterPoint, the Seller, and their respective officers, employees or agents, do hereby expressly disclaim any and all liability, nor have they made or do make any representations or warranties, expressed or implied, as to the accuracy or completeness of the Confidential Information or the status of the Property. Furthermore, no legal commitments or obligations shall arise by reason of the presentation of the confidential information or of any related materials which may have been or will be presented during the marketing of the Property.

Buyer and Agent acknowledges that CenterPoint and the Seller expressly reserve the right, at their sole discretion, to alter or amend the terms of the Property's offering, to reject any and all expression of interest or offers to acquire the Property and/or terminate discussions with any entity at any time with or without notice. Seller shall have no legal commitment or obligation to any entity reviewing the Confidential Information or making an offer to acquire the Property unless and until a written agreement for such acquisition has been fully executed, delivered and approved by the Seller and any conditions to the Seller's obligations thereunder have been satisfied or waived.

In the event the Buyer or Agent or any of its representatives fail to respect or comply with its obligations under this agreement, Buyer and Agent shall be fully liable to CenterPoint for breach of this agreement.

I hereby acknowledge this agreement and agree to all terms and conditions set forth herein.

Buyer: _____

Agent: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Date: _____

Date: _____