



## REGISTRATION, CONFIDENTIALITY and DISCLAIMER AGREEMENT

**THIS AGREEMENT** is intended solely for your use in considering the acquisition of **Willowbrook Place I & II** (the "Property"), located at **17314-17350 State Highway 249, Houston, Texas, 77064**. Upon full execution of this Agreement, Listing Broker will cooperate with Co-Broker regarding the sale of the Property to Prospective Purchaser and to provide certain confidential information relative to the Property's status, operation and terms of the sale (collectively "Marketing Information"). Prospective Purchaser's execution of this agreement shall authorize Co-Broker to serve as agent for the Prospective Purchaser in the sale of the Property.

The Marketing Information contains brief, selected information pertaining to the business and affairs of the Property. It is not intended to be an offer for the sale of the Property. The Marketing Information is not purported to be all-inclusive or to contain all the information that a Prospective Purchaser may desire. Neither Seller nor Listing Broker make any representation or warranty, expressed or implied, as to the accuracy or completeness of this Package or its contents and no legal liability is assumed or implied with respect thereto.

Co-Broker and Prospective Purchaser acknowledge that Colliers International Houston, LLC ("Listing Broker") and 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 expressions of interest or offers to acquire the Property and/or to terminate discussions with any entity at any time with or without notice. Seller shall have no legal right or obligation to any entity reviewing the Property Information Package 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.

By your receipt of this Marketing Information, you agree that: its contents are confidential; you will hold and treat it in the strictest of confidence; you will not disclose or permit anyone else to disclose this material or its contents to any other entity without prior written authorization of the Listing Broker and Seller; you will not permit this material or its contents to be used in any fashion or manner detrimental to the interest of the Seller. Photocopying or other duplication is strictly prohibited. **Co-Broker and Prospective Purchaser agree not to disturb any tenants in possession of the Property or employees affiliated with the Property, or to reveal to such tenants or employees that the Property is being offered for sale or any matters relating to the Marketing Information.** If you do not wish to pursue or discontinue negotiations leading to this acquisition, you agree to return all Marketing Information previously delivered to you, if requested to do so.

**THIS MARKETING INFORMATION SHALL NOT BE DEEMED A REPRESENTATION OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF PREPARATION OF SUCH. PROSPECTIVE PURCHASER'S DECISION TO PURCHASE THE PROPERTY SHALL BE SOLELY BASED ON PROSPECTIVE PURCHASER'S INDEPENDENT INVESTIGATION AND EVALUATION OF THE PROPERTY AND ALL INFORMATION RELATING TO THE PROPERTY AND NOT ANY INFORMATION PROVIDED BY SELLER OR LISTING BROKER. PROSPECTIVE PURCHASER AND CO-BROKER AGREE THAT THE SELLER AND LISTING BROKER SHALL HAVE NOT LIABILITY WITH RESPECT TO ANY INFORMATION PROVIDED BY THE SELLER OR LISTING BROKER.**

It is essential that all parties to real estate transactions be aware of the health, liability and economic impact of environmental factors on real estate. Colliers International Houston, LLC does not conduct investigations or analyses of environmental matters and, accordingly, urges its clients to retain qualified environmental professionals to determine whether hazardous or toxic wastes or substances (such as asbestos, PCB's and other contaminants or petrochemical products stored in underground tanks) or other undesirable materials or conditions are present at the Property and, if so, whether any health danger or other liability exists. Such substances may have been used in the construction or operation of buildings or may be present as a result of previous activities at the Property.

Various laws and regulations have been enacted at the federal, state and local levels dealing with the use, storage, handling, removal, transport and disposal of toxic or hazardous wastes and substances. Depending upon past, current and proposed uses of the Property, it may be prudent to retain an environmental expert to conduct a site investigation and/or building inspection. If such substances exist or are contemplated to be used at the Property, special governmental approvals or permits may be required. In addition, the cost of removal and disposal of such materials may be substantial. Consequently, legal counsel and technical experts should be consulted where these substances are or may be present.

Co-Broker represents and covenants that Co-Broker is, and at the time of the consummation of any sale of the Property to the Prospective Purchaser will be, a duly licensed real estate broker in good standing. Co-Broker represents and covenants that the Co-Broker's relationship with the Prospective Purchaser is, and at the time of the consummation of any sale of the Property to the Prospective Purchaser will be an "arms length" relationship, wherein the Co-Broker and its affiliates, officers, employees and agents will not be participating in the Prospective Purchaser's proposed ownership structure of the Property.

In the event that the proposed sale is consummated by a closing and transfer of title from Seller to Prospective Purchaser, any fees that may be due Co-Broker shall be paid by the Prospective Purchaser pursuant to a separate agreement between Co-Broker and the Prospective Purchaser. Colliers International shall not be responsible for any commissions or other fees due Co-Broker. Co-Broker will look solely to the Prospective Purchaser for payment of Co-Brokers fees or commissions due Co-Broker and hereby waives the right to make any claims against Seller or Listing Broker.

Prospective Purchaser and Co-Broker agree to indemnify and hold harmless the Listing Broker and Seller against any and all costs, expenses, liability and attorney's fee's arising from any claims of another broker, or parties claiming to have any dealings with the Prospective Purchaser in connection with the sale of the property.

**ACCEPTED AND AGREED TO:**

**PROSPECTIVE PURCHASER:**

**CO-BROKER:**

\_\_\_\_\_

**Print Purchaser Name**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

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

Company: \_\_\_\_\_

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

\_\_\_\_\_

City            State            Zip

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

Phone: \_\_\_\_\_

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

\_\_\_\_\_

**Print Co-Broker Name**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

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

Company: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

City            State            Zip

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

Phone: \_\_\_\_\_

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

Please return to: David L. Carter at David.carter@colliers.com  
Willowbrook Place I & II, 17314-17350 SH-249, Houston, TX 77064