

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made this ____ day of _____, 2016, by and between 5803 Babcock Partners, LP ("Owner"), and _____ ("Recipient"), having an address at _____. (Owner and Recipient are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party").

R E C I T A L S:

WHEREAS, the Parties may engage in or are currently engaged in discussions concerning a potential transaction relating to that certain Property located at 5803 Babcock Road, situated in the City of San Antonio, County of Bexar, State of Texas which is commonly known as "LA Fitness" (the "Property"); and

WHEREAS, in connection with such discussions, Owner anticipates that Owner may provide Recipient with certain confidential and/or proprietary information of Owner; and

WHEREAS, the Parties further recognize and acknowledge that the Confidential Information (hereinafter defined) is valuable, proprietary, special and unique and that protection of this information is of critical importance to Owner in maintaining its competitive position.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Acknowledgment of Confidentiality. Recipient recognizes and acknowledges that during the course of discussions or negotiations relating to the potential sale of the Property by Owner to Recipient ("Potential Transaction"), Owner may deliver to Recipient certain written or printed confidential and/or proprietary business information, including, but not limited to, rent rolls and operating statements for the Property (collectively, "Confidential Information"). Recipient agrees that Confidential Information received by it from Owner in the furtherance of the evaluation of the Potential Transaction must (a) be received and maintained in strict confidence, (b) be used only for the purposes of the Potential Transaction, and (c) not be disclosed (except as otherwise permitted herein or required by law or legal process) to any person, firm, corporation, association, organization or other entity of any nature for any reason or purpose whatsoever without the express prior written consent of Owner. Recipient agrees that the foregoing restriction on the use of the Confidential Information, includes, without limitation, Recipient's agreement not to (d) contact any tenant of the Property, (e) contact any vendor or contractor providing services to the Property, or (e) use the financial or rent roll information for comparison of the Property to any other property.

2. Exceptions to Confidential Information. Notwithstanding anything herein to the contrary, no obligation or liability accrues hereunder with respect to Confidential Information, that (a) is or becomes publicly available other than as a result of acts by Recipient or its representatives in violation of this Agreement, (b) is, on the advice of counsel, required to be disclosed by law or by legal process, or (c) is disclosed by Recipient to its necessary agents or representatives in connection with evaluation of the proposed purchase as long as Recipient requires confidentiality with respect to

such information.

3. Return of Confidential Information. Recipient must return all Confidential Information to Owner together with all copies thereof on or prior to the earlier of (a) the termination of negotiations for the purchase and sale of the Property by either Party, (b) the expiration or earlier termination of any contract of purchase and sale between the Parties relating to the Property, or (c) 60 days from the date hereof, unless on or prior to such date Owner and Recipient have entered into a formal written contract of sale.

4. Enforcement and Governing Law. In the event of a breach of any of this Agreement by Recipient, Owner shall be entitled to seek such remedies as may be available at law or in equity, including an action for damages, specific performance, injunction, accounting, or otherwise. Owner shall be entitled to recover, as part of its judgment, Owner's attorney's fees and court costs. The laws of the State of Texas govern the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year firs above written.

OWNER:

5803 Babcock Partners, LP

By: _____
Stanley Reed
Assistant Secretary

RECIPIENT:

By: _____
Its: _____

RECIPIENT:

By: _____
Its: _____