

## CONFIDENTIALITY AGREEMENT

\_\_\_\_\_, 201\_\_

The undersigned has been advised that Colliers Paragon, LLC ("Broker") has been retained on an exclusive basis by LSREF4 Bison, LLC and Hudson Americas L.P. (collectively, "Owner"), as owner of the office property or properties detailed in Schedule I attached hereto (whether one or more, herein, the "Property"), with respect to the solicitation of offers for the purchase of the Property. Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Broker. All fees due to Broker in connection with the sale of the Property shall be paid by Owner. The undersigned hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Property and agrees that it will not look to Owner or Broker for any fees or commissions in connection with the sale of the Property. The undersigned also hereby acknowledges that it has not dealt with any broker regarding the acquisition of the Property, and the undersigned hereby agrees to indemnify, defend and hold the Owner harmless against any compensation, liability or expense (including, without limitation, reasonable attorneys' fees, disbursements and the cost of enforcing this indemnity), to the extent arising from the undersigned's interactions or communications with any broker in connection with the proposed sale of the Property.

Broker has available for review certain information ("Confidential Information") concerning the Property, including its ownership and operations. On behalf of Owner, Broker may make such Confidential Information available to the undersigned upon execution of this Confidentiality Agreement. The Confidential Information is intended solely for your own (and your Representatives') limited use in considering whether to pursue negotiations to acquire the Property. This Confidentiality Agreement (this "Agreement") is not an offer or agreement to sell the Property. No agreement binding upon Owner, or any of their associated or affiliated companies, shall be deemed to exist, at law or equity, until Owner enters into a formal binding agreement of sale.

The Confidential Information contains brief, selected information pertaining to the Property and the business conducted at the Property, and has been prepared by Broker primarily from information supplied by Owner or the Owner's representative. The Confidential Information does not purport to be all-inclusive or to contain all the information which a prospective purchaser may desire. Neither Broker nor Owner makes any representation or warranty hereunder or otherwise, expressed or implied, as to the accuracy or completeness of the Confidential Information, and no legal liability is assumed or to be implied with respect thereto. The undersigned agrees to rely solely on its own independent investigation, analysis, appraisal and evaluation of the facts and circumstances concerning the Property and any possible transaction. The Confidential Information shall remain the property of Owner. No rights to use, license or otherwise exploit the Confidential Information are granted to you hereunder, by implication or otherwise. You will not by virtue of the disclosure to you of the Confidential Information and/or your use of the Confidential Information acquire any rights with respect thereto, all of which rights shall remain exclusively with Owner.

By executing this Agreement you agree that the Confidential Information provided is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone else to disclose the Confidential Information to any person, firm or entity without prior written authorization of Owner and Broker, except that the Confidential Information may be disclosed to your agents, affiliates, partners, members, directors, officers, employees, accountants, legal counsel or other professional consultants, and prospective investors or lenders (each a "Representative") who in each case have a need to know the Confidential Information and are informed by you of the confidential nature of the Confidential Information and the terms of this Agreement and who are directed by you to not disclose the Confidential Information. You shall be responsible and liable for any and all breaches of this Agreement (and any prohibited or unauthorized use or disclosure of Confidential Information made) by you and any of your Representatives. The undersigned agrees that it will not make any public announcements or filings concerning the Property or the undersigned's interest in the Property or to advertise the potential for a transaction or any actual transaction involving the Property in any newspaper or other

publication without first obtaining the prior written consent of Owner, which may be given or withheld in Owner's sole discretion. You further agree not to contact any tenant about the Property or its lease or contact any Owner representative or any on-site employee of Owner or its property manager and further agree not to discuss the Property or any proposed transaction with respect thereto with any tenant, lender, investor, partner or member of, or agent or manager for, the Property without prior written consent of Owner. Owner expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the Property and to terminate discussions with and/or transmission of Confidential Information to any party at any time with or without notice. This Agreement shall expire upon the earlier of (i) the date that is one (1) year from the date of execution hereof, and (ii) the date that the parties execute and deliver a definitive written agreement for purchase and sale of the Property which includes a confidentiality provision.

At any time upon the request of Owner or Broker to you for any reason, you shall promptly destroy all Confidential Information, including all copies and other reproductions thereof wherever located, and analyses, compilations, forecasts or studies prepared by you or your Representatives (collectively, "Your Analyses") and confirm such destruction upon request. Any oral Confidential Information or Confidential Information acquired by visual inspection (and any Confidential Information not otherwise destroyed) shall continue to be subject to the terms of this Agreement; provided that the undersigned and its Representatives may retain copies of the Confidential Information for the purposes of and for so long as it is required by (i) any applicable law or regulation, or (ii) any bona fide internal policy for document retention, corporate governance, and/or computer back-up and archiving maintained by the undersigned or its Representatives, it being acknowledged and agreed that any Confidential Information so retained shall remain subject to the terms of this Agreement.

In no event shall the term "Confidential Information" include any information that (i) is, or becomes, generally known by the public, other than as a result of a disclosure by you or any Representative in breach of this agreement, (ii) was previously known to you through or becomes available to you on a non-confidential basis from a person or entity, other than your Representative, who is not known by you, after due inquiry, to be bound by a confidentiality agreement or otherwise prohibited from transmitting the information, or (iii) is developed by you or any Representative independently of any disclosure hereunder and without violating any of your obligations under this Agreement.

If you or any Representative becomes obligated under any applicable law, regulation or legal process (including by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order or similar process) or is advised by legal counsel to disclose any of the Confidential Information or any of the terms, conditions or other facts with respect to the proposed transaction, including without limitation the status thereof, you shall, to the extent legally permissible, promptly provide Owner and Broker with notice thereof (and to the extent practicable, prior to any such disclosure), including the circumstances relating to such obligation and the information sought to be disclosed, so as to permit Owner, in its sole discretion and at its cost, to seek a protective order or other appropriate remedy and you and your Representatives shall cooperate with Owner in connection therewith. If you or any Representative becomes compelled by such applicable law, regulation or legal process to disclose any of the Confidential Information, such person or entity shall be permitted under this Agreement to disclose only that portion of the Confidential Information that you are advised by your legal counsel that such person or entity is legally required to disclose, and you and such person or entity shall exercise reasonable and diligent efforts to obtain reliable assurances that the Confidential Information will be accorded confidential treatment.

The undersigned acknowledges that the value of the Confidential Information to Owner is unique and substantial, but may be impractical or difficult to assess in monetary terms. In the event of an actual or threatened violation of this Agreement, the undersigned expressly consents to the enforcement of this Agreement by injunctive relief or specific performance, without proof of actual damages or any requirement to post a bond, in addition to any and all other remedies available to the Owner.

Except with respect to intentional or grossly negligent acts or omissions, no party hereto shall be liable for consequential, special or punitive damages arising out of breach of this Agreement.

This Agreement shall be governed by and interpreted under the laws of the State of New York (without regard to its principles of conflicts of laws). You (and each of your Representatives) irrevocably and unconditionally (a) consent to submit to the jurisdiction of the courts of the State of New York and of the United States of

America located in the State of New York for any action, suit or proceeding arising out of or relating to this agreement (and you irrevocably and unconditionally agree not to commence any such action, suit or proceeding except in such courts), (b) waive any objection to the laying of venue of any such action, suit or proceeding in any such courts and (c) waive and agree not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

In the event of litigation relating to this Agreement, the non-prevailing party shall reimburse the prevailing party for its reasonable legal fees and expenses incurred in connection with such litigation.

No failure or delay by Owner or Broker in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. Owner reserves the right to assign its rights, powers, and privileges under this Agreement to any person or entity. The undersigned may not assign this Agreement or any part thereof (by operation of law or otherwise) without the prior written consent of Owner, and any purported assignment without such consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified in any respect except by a written instrument signed by all of the parties hereto. This Agreement supersedes and cancels any and all prior agreements between the parties hereto, express or implied, relating to the sale of the Property. This Agreement may be executed in counterparts and by electronically delivered signatures.

SIGNATURE PAGE FOLLOWS

If you are in agreement with the foregoing, please return one original signed copy of this Agreement to Broker (Attention: Lew.Manglos@colliers.com)

**OWNER:**

\_\_\_\_\_, LLC,  
a \_\_\_\_\_ limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND AGREED TO**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015**

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

Name: (Print) \_\_\_\_\_

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

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

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

E-Mail  
Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

**Schedule I**

**The Property**

PARCEL NO R9322200390

PAR #0390 OF BLKS 5-6 & SW'LY POR BLK 7 WESTGATE SHOPPING CTR & POR BLK 6-7 WESTLAND ACRES PAR A R/S 8570 #0383-C #0560-C #0605-C



PARCEL NO R9322200562

PAR #0562 OF BLK 7 WESTGATE SHOPPING CENTER PARCEL B R/S 8570 #0560-S

