

REQUEST FOR MARKETING AND CONFIDENTIALITY AGREEMENT

This **REQUEST FOR MARKETING INFORMATION** is intended solely for your own limited use in considering your pursuit of negotiations to acquire _____ 12602 Westheimer _____ (The "Property") owned by _____ 9745 Interests, Ltd. _____ (The "Owners").

The marketing information, which contains brief, selected information pertaining to the business and affairs of the Property, has been prepared by _____ Greenberg & Company _____ (the "Owner's Brokers") and is not intended to be an offer for the sale of the Property. This marketing information does not purport to be all-inclusive or to contain all the information that a prospective purchaser may desire. Neither Owners nor Owners' Brokers make any representation or warranty, expressed, or implied, as to the accuracy or completeness of this marketing information or its contents, and no legal liability is assumed or implied with respect thereto.

By Your receipt of this marketing information, you (the "Prospective Purchaser") 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 marketing information or its contents to any other entity without written authorization of Owner's Broker; you will not permit this marketing information or its contents to be used in any fashion or manner detrimental of the interest of Owners, and; you will not photocopy or duplicate the marketing information.

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 A CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF PREPARATION OF THIS MARKETING INFORMATION.

If you do not wish to pursue or continue negotiations leading to this question, you hereby agree to return to the address provided below all information delivered to you or to Prospective Purchaser's Broker relating to the Property.

Prospective Purchaser has authorized _____ (hereinafter referred to as "Prospective Purchaser's Broker") as its exclusive broker or advisor in its negotiations concerning the Property. The marketing information furnished to the Prospective Purchaser's Broker will not be used by Prospective Purchaser's Broker for any purpose other than for evaluating a possible transaction involving the Property with the Prospective Purchaser. Prospective Purchaser's Broker hereby acknowledges and agrees that no commission, finder's fee or compensation will be due from or payable by the Owner's or Owner's Broker to Prospective Purchaser's Broker in connection with the negotiation of any agreement or any transaction involving the Property and the Prospective Purchaser or its affiliates, assignees, successors or nominees or involving any other party and that Prospective Purchaser's Broker shall look only to the Prospective Purchaser for commissions, fees, or other compensation therewith and hereby waives the right to make any claim therefore against Owners or Owner's Broker.

Acknowledged and agreed this _____ day of _____, 20 ____ .

Prospective Purchase

Prospective Purchaser's Broker (If Any)

Authorized Signatory (Principal)

Authorized Signatory (Prospective Purchaser's Broker)

Printed or Typed Name

Printed or Typed Name

Street Address

Street Address

City/State/Zip Code

City/State/Zip Code

Telephone/Fax Number

Telephone/Fax Number

E-Mail

E-Mail

Please Return To: Greenberg & Company
5959 Richmond Ave., Suite 440
Houston, Texas 77057