

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT/DISCLAIMER ("CNDA")



Colliers International North Texas, LLC dba Colliers International ("Broker") has been exclusively retained by Dallas Ridge Industrial II, LLC, ("Owner") to represent the offering of its interest in SEQ of Altamoores Drive and Van Horn Drive, DalParc Logistics Center, Dallas, TX 75241 ("Property").

All Property and/or Tenant information (collectively, "Information") provided by Owner or Broker is intended solely for the prospective Buyer, Tenant or agent(s) thereto (collectively, "Prospect") limited use and benefit in determining whether you desire to express any further interest in the purchase of the Property. Based upon receipt of the Information, you hereby represent and agree as follows:

The Information was prepared and/or approved for release by Owner and is being presented by Broker. The Information contains selected material pertaining to the Property and/or Tenant, but does not purport to be all-inclusive nor to contain all of the material that prospective purchasers may desire. It should be noted that all Information provided is for general reference purposes only in that it is based upon assumptions relating to the general economy, competition, and other factors beyond the control of the Owner and, therefore, is subject to material variation. Additional Information and an opportunity to inspect the Property will be made available to interested and qualified prospective purchasers. Neither Owner nor Broker nor any of their respective officers, have made any representation or warranty, expressed or implied, as to the accuracy or completeness of this Information nor any of its contents, and no legal commitments or obligations shall arise by reason of this Information nor its contents.

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. Broker does not conduct investigations nor 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 petro chemical 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 within 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.

Upon receipt of the Information, you agree that the Information and its contents are of a confidential nature and that you will hold and treat it in the strictest confidence. Therefore, you agree to keep all Information strictly confidential; provided however, that any such Information may be disclosed to your directors, officers, employees, lawyers, accountants and lenders ("Representatives") who need to know such Information for the purpose of assisting you with the evaluation of the Property. Such Representatives shall be informed by you of the confidential nature of such Information, shall be directed by you to treat such Information with strict confidence and shall agree to be bound by the provisions of this agreement. You are liable for any Representative's breach of this agreement. Furthermore, you agree that you will not disclose the Information or any of its contents to any other entity without the prior written authorization of Owner nor will you use the Information or any of its contents in any fashion or manner detrimental to the interest of Owner or Broker. The terms and conditions stated in this agreement will relate to all of the sections of the Information as if stated independently therein.

You will not, and will cause your Representatives to not, copy or duplicate the Information (except that you may copy Information for your Representatives). You will immediately return, and will cause your representatives to immediately return, the Information to the entity from which you received such Information (Owner or Broker, as appropriate) promptly if you decide not to go forward with discussions or if return is requested by Owner.

Your obligations to keep the Information confidential shall not include Information that: (i) is or becomes publicly available other than as a result of acts by you or your Representatives in breach of this agreement; or (ii) your counsel advises must be disclosed pursuant to a subpoena or other court order, but only to the extent specified in such subpoena or court order; provided prior to complying with any such order you shall give written notice to us that such demand has been made upon you and to the extent not legally prohibited you shall provide us with an opportunity to contest any such direction or order.

You are advised that Broker is acting on behalf of Owner as sole and exclusive agent in connection with the sale or lease of the Property. If Prospect engages a real estate agent licensed by the State in which the property is located ("Co-Broker") to represent Prospect's interest in this transaction, then any fees asserted by Co-Broker and/or agents of Prospect are the responsibility of Prospect.

Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers to purchase the Property and/or to terminate discussions with any entity at any time with or without notice. Owner shall have no legal commitment or obligation to any entity reviewing this Information or making an offer to purchase the Property unless and until a written commitment to purchase the Property has been fully executed, delivered, and approved by Owner and any conditions to Owner's obligations there under have been satisfied or waived.

In the event of breach of such confidentiality agreement, you agree that the Owner would be irreparably harmed with no adequate remedy at law and shall be entitled to relief, including, but not limited to, injunctive relief. You agree to defend, indemnify and hold harmless Owner, Broker and their respective affiliates, employees, officers and directors from and against all claims, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of any breach of your obligations under this agreement.

INITIALS: _____ | _____
Prospect Co-Broker
(if applicable)

