

BIDDER'S INFORMATION PACKET ORDER FORM

The purchase of a Bidder's Information Packet is required in order to register to bid at the auction. Please fill out this form and execute this form and the Confidentiality Agreement attached and email the form to info@fineandcompany.com or fax or hand deliver it to Fine & Company LLC.

Fine & Company, LLC
 P.O. Box 1588, Deerfield, Illinois 60015
 (312) 278-0600 Phone (312) 268-1110 Facsimile
 Info@FineAndCompany.com

Property Name	Cost
2300 STANFORD STREET, HOUSTON, TEXAS 77006	\$30.00

Name _____ **Company** _____

Address _____ **City** _____

State _____ **Zip Code** _____

Telephone _____ **Email** _____

CREDIT CARD TYPE _____ **NUMBER** _____

CREDIT CARD EXPIRATION _____ **CVS CODE** _____ **BILLING ZIPCODE** _____

HOW DID YOU LEARN ABOUT THE AUCTION _____

CONFIDENTIALITY AND SIGNATURES FOLLOW ON THE NEXT PAGE

Fine and Company LLC (“FAC”) has been retained on an exclusive basis by Owner (the “Owner”) with respect to the offering of **2300 Stanford Street, Houston, TX 77006** (the “Property”) for sale. The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to FAC.

In FAC’s capacity as exclusive agent, FAC has available for study certain information concerning the Property which may include various papers, documents, data, plans and other materials, portions of which may be included in a package or brochure (hereinafter referred to as the “Evaluation Material”). On behalf of the Owner, FAC is prepared to deal with potential purchaser’s (each, a “Potential Purchaser”) and furnish the Evaluation Material to a Potential Purchaser in connection with discussions and negotiations concerning a possible transaction involving the Property on the condition that we agree to treat it in a confidential manner and make the representations and agreements herein provided. Therefore, we hereby represent and agree as follows:

1. All Evaluation Materials pertaining to the Property which may be furnished to the Potential Purchaser by FAC shall continue to be the property of the Owner and may not be copied or duplicated without FAC’s written consent and must be returned or destroyed to FAC immediately upon FAC’s request or when the Potential Purchaser terminates the negotiations with respect to the Property.
2. Potential Purchaser acknowledges and agrees that the Evaluation Materials are confidential and may only be disclosed to the Potential Purchaser’s partners, employees, legal counsel and lenders (“Related Parties”), for the sole purpose of evaluating the potential purchase of the Property. Potential Purchaser shall advise its Related Parties in writing of their duty to protect the confidentiality of the Evaluation Materials from improper disclosure and direct them in writing to comply with the terms of this agreement prior to disclosing any of the Evaluation Materials to such Related Parties (and Potential Purchaser shall obtain a corresponding written acknowledgement from such persons to treat all such Evaluation Materials in the manner required by this agreement), and to be liable for any non-compliance by such Related Parties.
3. Potential Purchaser understands and acknowledges that FAC and the Owner do not make any representations or warranty as to the accuracy or completeness of the Evaluation Materials and that the information used in the preparation of the Evaluation Materials was furnished to FAC by others and has not been independently verified by FAC and is not guaranteed as to completeness or accuracy.
4. Neither FAC nor the Owner shall be responsible for paying any fees to brokers, salespersons or finders representing Potential Purchasers. The Potential Purchaser hereby indemnifies and holds harmless FAC and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney’s fees, arising out of any breach of any of the terms of this agreement. In addition, upon any breach of this agreement by Potential Purchaser or any Related Parties, the

Owner and FAC shall be entitled to all remedies available at law or in equity on account of such breach.

5. Potential Purchaser and any of the Potential Purchaser's Related Parties agree that they will not contact any tenant, tenant's representatives, manager or the Owner's lenders or equity providers with respect to the possible sale, unless or until such permission is granted under a purchase and sale agreement.

6. Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever or no reason, without notice. Potential Purchaser acknowledges that the property is being offered without regard to race, creed, sex, religion, or national origin. This agreement terminates one (1) year from the date hereof except as to written claims by the Owner against Potential Purchaser prior thereto.

7. This agreement embodies the full understanding of the parties and may not be changed orally.

8. This agreement shall be governed and construed in accordance with the laws of the State of Texas.

By signing below, you are indicating your agreement to the foregoing:

Signature: _____

Date: _____