

Confidentiality Agreement

Northborough Tower

EOP Operating Limited Partnership ("EOP") is the sole member of the general partners of the owners ("Owners") of the office building commonly known as Northborough Tower, located in Houston, Texas (the "Property"), and has been designated by Owners to act as their representative in connection with the possible sale of the Property. CB Richard Ellis Inc. ("CBRE") has been exclusively retained by EOP to represent EOP in the sale of the Property. _____ (the "Company") desires to explore the possibility of acquiring the Property. To assist the Company in reaching a decision concerning such acquisition, Owners have agreed to deliver to the Company certain information that is either non-public, confidential or proprietary in nature (the "Information"), including, but not limited to, information of a financial nature, relating to the Property.

EOP or CBRE nor any of their officers, employees, or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of this confidential information or Argus diskette and no legal liability is assumed or shall be implied with respect thereto. The Company understands that an Argus analysis diskette is being provided as part of the Information, to assist in their investigation of the Property and no legal commitment or obligation shall arise by virtue of EOP or CBRE providing the diskette to them, including any obligation to inform them of any changes in the information contained therein. The Company understands that all financial projections are provided for general reference purposes only. The projections are based upon various assumptions relating to the general economy, competition and other factors beyond EOP's and CBRE's control and, therefore are subject to material variation and may not be indicative of the current or future performance of the Property. The Information has been or will be gathered from sources that are deemed reliable but EOP or CBRE does not warrant or represent that the information is true or correct. The Company is advised to verify information independently. EOP or CBRE reserves the right to change the price, or any information provided or to withdraw the Property from the market at any time without notice.

As used herein, the term "Information" shall be deemed to include, without limitation: (a) material provided both prior to or following the date hereof; and (b) all analyses, compilations, forecasts, studies or other documents prepared by the Company, its agents, representatives (including attorneys, accountants and financial advisors) or employees which contain or otherwise reflect such Information.

EOP's and CBRE's delivery and the Company's use of the Information is subject to the terms of this letter as follows:

1. EOP and CBRE, directly or through its representatives, may deliver Information in order to enable the Company to evaluate the possible acquisition of the Property. The Company shall accept and hold such Information in strict confidence in accordance with the provisions of this letter.
2. The Information will be kept strictly confidential and, without EOP's or CBRE's prior written consent, the Company and its directors, officers, employees, agents and representatives shall not: (a) copy, reproduce, distribute or disclose the information to any third party; (b) use the Information for any purpose other than in connection with evaluating the possibility of acquiring the Property; or (c) use the Information in any manner detrimental to the Property or Owners. The Company also agrees to transmit the Information only to those individuals who are actively and directly participating in the acquisition evaluation of the Property and who are informed of and who have agreed to comply with the terms of this letter and who are instructed not to make use of the Information in a manner inconsistent herewith. The Company shall be responsible for any breach of the terms of this letter by such individuals.

3. The Information shall not include information which the Company can clearly demonstrate falls within any of the following categories: (a) information which has come within the public domain through no fault or action of the Company or its directors, officers, employees, agents or representatives ("Representatives"); (b) information which was known to the Company on a non-confidential basis prior to its disclosure hereunder; or (c) information which becomes rightfully available to the Company on a non-confidential basis from any third party, the disclosure of which to the Company does not violate any contractual or legal obligation said third party has with respect to such Information.
4. The Company, when requested by EOP or CBRE, shall immediately return or destroy (confirmed in writing) the Information, including all notes, copies, reproductions, summaries, analyses, or extracts thereof, then in the Company's or its Representative's possession, either furnished by EOP or CBRE hereunder or prepared by the Company or its Representatives. Such return or destruction shall not abrogate the Company's continuing obligations under this letter.
5. The Company will not disclose to any person or entity the fact that discussions, investigations, or negotiations are taking place concerning a possible transaction involving the Property or that the Company has requested the information. In the event that the Company is requested or required (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, the Company shall provide Owners with prompt written notice so that it may seek a protective order or other appropriate remedy. In the event such protection or other remedy is not obtained, the Company shall furnish only that portion of the Information which the Company is advised by written opinion of counsel is legally required and shall exercise best efforts to obtain assurance that confidential treatment will be accorded to such Information. In the event disclosure of Information is required by Federal and/or state securities laws or regulations, the Company shall provide written notice of its intended disclosure to Owners for their approval, which may not be unreasonably withheld.
6. The Company will not solicit to hire or hire any employee or representative of Owners or EOP involved in the operation or management of the Property, unless express written permission to do so is obtained from EOP.
7. Except as may otherwise be expressly set forth in a separate definitive agreement(s) between Owners and the Company, Owners and their agents and representatives, shall not be deemed to have made any representations or warranties as to the accuracy or completeness of the Information or shall not have any liability whatsoever to the Company (or its representatives) relating to or arising in any manner from the Company's use of the Information.
8. It is understood that this letter does not constitute an agreement to sell the Property and does not obligate Owners to enter into any further discussions or agreements.
9. The terms of this letter shall inure to the benefit of EOP, CBRE, and Owners and their respective successors and assigns. Without prejudice to the other rights and remedies otherwise available at law or in equity, Owners and their agents and representatives, shall be entitled to equitable relief by way of injunction if the Company or any of its Representatives breach or threaten to breach any of the provisions of this letter.
10. The Company agrees to indemnify, defend and hold EOP, CBRE, and Owners harmless against all claims, losses and/or damages resulting from the Company's breach of the Agreement, as well as any breach thereof by the Company's Representatives or consultants.
11. It is understood and agreed that no failure or delay by EOP, CBRE or Owners in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise

thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

12. The terms of this Letter shall be governed by and construed in accordance with the laws of the State of Illinois. The Company hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Illinois or the United States located in the City of Chicago, Illinois for any actions, suits or proceedings arising out of or relating to the terms of this letter and the transactions contemplated hereby (and the Company agrees not to commence any action, suit or proceeding relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to the address set forth above shall be effective service of process for any action, suit or proceeding brought against the Company in any such court. The Company hereby irrevocably and unconditionally waives and agrees not to plead or claim in any court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
13. All requests for Information or questions with regard to the Information shall be directed to EOP or CBRE, provided no contact shall be made with anyone at the Property, including any tenant, property manager or other employee, unless express authority to do so is given by EOP or CBRE.
14. The Company represents that no broker, agent, finder or the like represents the Company or will represent the Company in any transaction or possible transaction involving the Property. The Company agrees to pay all brokerage commissions, finder's fees and other compensation to which any broker, agent, finder or other person or entity may be entitled to in connection with a possible, proposed or actual transaction involving the Property and the Company, its affiliates, or their respective successors, assigns or nominees. The Company hereby agrees to indemnify, defend, save and hold harmless EOP, CBRE, Owners, and its respective members, partners, managers, officers, employees, affiliates, successors and assigns against and from any loss, liability, cost or expense (including, without limitation, reasonable attorneys' fees and expenses) in any way arising from claims by any broker, agent, finder or the like for commissions, fees and other compensation relating to the proposed or actual transaction involving the Company, its affiliates, or their respective successors, assigns or nominees.
15. Notwithstanding anything herein to the contrary, any party to this Agreement (and any employee, representative, or other agent of any party to this Agreement) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure; provided, however, that such disclosure may not be made (i) until the earlier of (x) the date of the public announcement of discussions relating to the transaction, (y) the date of the public announcement of the transaction and (z) the date of the execution of an agreement to enter into the transaction and (ii) to the extent required to be kept confidential to comply with any applicable federal or state securities laws. The provisions of this paragraph are intended to comply with the requirements of the presumption set forth in Treasury Regulations Section 1.6011-4 (B) (3) and are not intended to permit the disclosure of any Information that is not subject to the requirements of such presumption.
16. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the ____ day of _____, 2004.

Signing this Confidentiality Agreement means all parties understand and consent all terms and conditions in the Confidentiality Agreement and the Information of Brokerage Relationships (see above section).

AGREED AND ACCEPTED, this _____ day of _____, 2004.

RECIPIENT: Principal
(Please print or type)
Company: _____
Address: _____
Name: _____
Title: _____
Signature: _____
Phone: _____
Fax: _____
E-mail Address: _____

Broker
Company: _____
Address : _____
Name: _____
Title: _____
Signature: _____
Phone: _____
Fax: _____
E-mail Address: _____

SELLER:

EOP OPERATING LIMITED PARTNERSHIP, as agent for Owner

By: Equity Office Properties Trust, its general partner

By: _____

Name: _____

Its: _____

COMPANY:

By: _____

Name: _____

Its: _____

Once executed, please return via facsimile to (512) 499-4997 at your earliest convenience.