

Confidentiality and Non-Disclosure Agreement (“CNDA”)

Colliers International Houston, Inc. (“Listing Broker”) has been exclusively retained by the BJ Services Wind-Down Trust (“Client”) to represent the sale or lease of the properties listed on the attached Exhibit A (“Property” or “Properties”).

The Property Information and its contents (“Information”) being provided to the individual(s) or entity(ies) identified on the signature page as the buyer (“Buyer”) and Buyer’s broker (“Buyer’s Broker”), if any, are intended solely for Buyer’s limited use and benefit to determine whether Buyer desires to conduct due diligence on or enter into good-faith negotiation for the purchase of the Property. Based upon Buyer’s execution of this CNDA, Buyer and Buyer’s Broker (if any) acknowledge and agree to the following:

1. The Information was prepared by or approved for release by Client and is being presented to Buyer by Listing Broker. The Information contains selected materials pertaining to the Property, which may include information related to the tenant(s) of the Property, but the Information does not purport to: (i) be all-inclusive, or (ii) contain all of the material that prospective purchasers may require or desire. It should be noted that all Information provided is for general reference purposes only and is based upon assumptions relating to the general economy, competition, and other factors which are beyond the control of the Client and therefore, is subject to material variation. Generally, an opportunity to inspect the Property will be made available to interested and qualified prospective buyers.

2. NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION IS MADE BY ANY PARTY, INCLUDING BUT NOT LIMITED TO CLIENT, OR LISTING BROKER. CLIENT AND LISTING BROKER DISCLAIM ANY LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION, AND BUYER AND ITS REPRESENTATIVES RELEASE AND DISCHARGE CLIENT AND LISTING BROKER FROM ANY CLAIMS OR CAUSES OF ACTION THAT MAY ARISE, DIRECTLY OR INDIRECTLY, FROM THE ACCURACY OR COMPLETENESS OF THE INFORMATION. No legal commitments or obligations shall arise by reason of the Information. Buyer should, and is requested by Client and Listing Broker upon execution of this CNDA to, perform its own separate and independent due diligence as it relates to the physical, environmental, financial, legal, and all other material attributes associated with its considerations in the acquisition of the Property.

3. 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. Buyer should retain qualified environmental professionals to determine whether hazardous or toxic wastes or substances (such as asbestos, PCB’s and other contaminants or petrochemical 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.

4. Buyer and Buyer's Broker agree that the Information and its contents are of a confidential nature and that they will hold and treat it in the strictest confidence. Therefore, Buyer agrees that it and its Representatives will keep all Information strictly confidential for a period of three (3) years after this CNDA is executed by Buyer; provided however, that any such Information may be disclosed to Buyer's directors, officers, employees, lawyers, accountants, lenders, and Buyer's Broker who need to know such Information ("Representatives") for the sole purpose of assisting Buyer with the evaluation of the Property. Additionally, such Representatives shall be: (i) informed by Buyer of the confidential nature of such Information, (ii) directed by Buyer to treat such Information with strict confidence and (iii) be under a written obligation to protect the confidentiality of the Information. Buyer agrees that it will be liable for any breach of this CNDA by it or its Representatives. Furthermore, Buyer and Buyer's Broker agree that they will not disclose the Information to any other person or entity without the prior advance written authorization of Client, nor will Buyer or Buyer's Broker use Information in any fashion or manner detrimental to the interest of Client, or Listing Broker.

Neither Buyer nor its Representatives will copy or otherwise duplicate Information, except that Buyer may copy Information for its Representatives. Buyer and its Representatives will immediately return all Information (including copies thereof) to Client or Listing Broker (as requested) and destroy all electronic copies of Information that are in the possession of or under the control of Buyer or its Representatives, if: (y) Buyer ceases continuous good-faith negotiations for the purchase of the Property, or (z) return is requested by Client.

The obligations of Buyer and its Representatives to keep the Information confidential shall not include Information that: (i) is or becomes publicly available, other than as a result of acts by Buyer or its Representatives; or (ii) Buyer's legal counsel advises Buyer that the Information must be disclosed pursuant to a subpoena or other court order, but only to the minimum extent specified in such subpoena or court order. Buyer further agrees that, unless prohibited by law, Buyer shall give at least ten business days advance written notice to Client and Listing Broker that such demand has been made upon Buyer or its Representatives prior to Buyer or its Representatives complying with any such subpoena or other court order.

5. This CNDA makes no representations nor warranties of brokerage commissions due or to be paid to Buyer's Broker by Client. Commissions due to Buyer's Broker, if any, will be defined in the final, executed purchase and sale or lease agreement between Client and Buyer. Evidence of a broker's representation of Buyer must be confirmed in writing by a signed letter of representation by Buyer in advance or in conjunction with Buyer's offer to purchase or lease.

6. Client expressly reserves at any time the right, at the sole discretion of either, to reject any or all expressions of interest or offers to purchase the Property and/or to terminate discussions with any individual or entity with or without notice. Client shall not have any legal commitment or obligation to any entity or individual that is either 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 in writing by Client and any conditions to Client's obligations thereunder have been satisfied or waived.

7. In the event of breach of this CNDA, Buyer and its Representatives agree that the Client would be irreparably harmed with no adequate remedy at law and shall be entitled to relief, including, but not limited to, injunctive relief. Buyer agrees to defend, indemnify, and hold harmless Client, Listing Broker and their respective affiliates, employees, officers, directors, and representatives from and against all claims, damages, liabilities, and expenses, including reasonable attorneys' fees and expenses, arising out of any breach of Buyer's or its Representatives' obligations under this CNDA.

8. This CNDA shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts of law rules. The parties hereto agree that any dispute regarding the interpretation of this Agreement or arising out of or under this Agreement shall be adjudicated exclusively in the courts of Collin County, Texas or, if permitted by law, the United States District Court for the Eastern District of Texas. Each party consents to the exclusive jurisdiction and venue provided herein and waives any objection that it may have to jurisdiction or venue of any such suit elsewhere. In the event that it becomes necessary for either party to enforce provisions of this CNDA or to obtain redress for the breach or violation of any of its provisions, whether by litigation or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with the proceedings, including reasonable attorneys' fees.

9. A copy of this CNDA and signatures transmitted and delivered by facsimile or email shall be deemed to be originals for all purposes. Either party may scan or otherwise convert this CNDA into an electronic and/or digital media file, and a copy of this CNDA or the data file produced from any such electronic or digital media file may serve and be given the same legal force and effect as the original.

10. If any term of this CNDA is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. To the extent permitted and possible, the invalid or unenforceable terms shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

11. This CNDA constitutes the entire agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof. This CNDA may not be modified, amended or in any way altered except by an instrument in writing signed by Client and Buyer.

[The Remainder Of This Page Is Intentionally Left Blank]

Buyer:

Buyer Name: _____

Title: _____

Company Name: _____

Buyer Signature: _____

Date: _____

Email: _____

Office Phone: _____ Cell Phone: _____

Address: _____

Buyer's Broker (if any):

Brokerage Company: _____

Broker Name: _____

Title: _____

Broker Signature: _____

Date: _____

Email: _____

Office Phone: _____ Cell Phone: _____

Address: _____

Exhibit A
LIST OF PROPERTIES

PLEASE click below to indicate which property you would like to receive information.

	Street Address	City	State
1.	8002 98 Street	Clairmont	AB
2.	11041 NW 10 th Street	Yukon	OK