

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is entered into on the date signed herein below by **[PRINT NAME]:** _____ (the "Receiving Party").

A. Commercial Retail Advisors, LLC ("Broker") and its client, who is the Seller of the property located at 6125 E. Speedway Blvd., Tucson, AZ (the "Property"), and each of their respective affiliates (collectively, referred to as "Disclosing Party"), possess certain confidential, proprietary information relating to the Property and the proposed tenant for the Property.

B. In connection with the pursuit and evaluation of the consummation of a transaction and the purchase of the Property between Disclosing Party and Receiving Party (the "Transaction"), Confidential Information shall be disclosed to Receiving Party.

C. Disclosing Party desires to prevent the unauthorized use and disclosure of the Confidential Information.

In consideration of the above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Disclosing Party and Receiving Party agree as follows:

1. As used in this Agreement, the term "Confidential Information" shall mean any information which is disclosed by Disclosing Party to Receiving Party as part of the evaluation of the Property and potential Transaction. The term also includes any material in any form prepared by or on behalf of Receiving Party containing, or based upon, the Confidential Information. Confidential Information shall not include: (i) information which is known to Receiving Party prior to the date of this Agreement, which, as shown by its records, is independently developed by Receiving Party; (ii) information which is or comes into the public domain through no fault of Receiving Party; or (iii) information which is acquired from a third party who had the legal rights to make the disclosure to Receiving Party.

2. Receiving Party agrees that it and each of its directors, officers, employees, agents, advisors, affiliates or representatives (all of the foregoing collectively referred to as the "Representatives") shall maintain the confidentiality of all Confidential Information and agrees that neither it nor any of the Representatives shall (i) use any Confidential Information other than in connection with the Transaction, or (ii) disclose any Confidential Information except as permitted by the terms of this Agreement. Receiving Party shall restrict the access to the Confidential Information to those Representatives who clearly need such access to carry out the evaluation of the Property and potential Transaction. Receiving Party shall take all appropriate steps to ensure that all persons to whom it provides access to the Confidential Information shall not use, publish or disclose any of the Confidential Information in contravention of this Agreement.

3. This Agreement shall commence on the date t this Agreement is signed and terminate two (2) years after the later of i) the termination of the parties negotiations between the Disclosing Party and the Receiving Party, or ii) two years after the date the this Agreement is signed by the Receiving Party. Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by Disclosing Party arising from or relating to Receiving Party's breach of this Agreement. Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as Disclosing Party shall deem appropriate. Such right of Disclosing Party shall be in addition to the remedies otherwise available to the Disclosing Party at law or in equity. This Agreement shall be binding upon Receiving Party's officers, directors, employees, and corporate affiliates, and upon Receiving Party's permitted successors and assigns. This Agreement may not be assigned by Receiving Party without the written consent of Disclosing Party. If any term of this Agreement is held to be illegal or unenforceable, such holding shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. This Agreement contains the entire understanding of the parties regarding its subject matter, and it supersedes all prior agreements or understandings between the parties with respect to such subject matter. This Agreement may be modified only in writing signed by both parties.

4. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona. You agree that any claims shall be brought in the state or federal courts located in Tucson, Arizona, and for this purpose, you expressly and irrevocably consent to the jurisdiction of these courts.

5. The Receiving Party agrees to conduct all negotiations for the potential purchase of the Property and the lease with the potential tenant for the Property through Broker and to not contact the Disclosing Party or the prospective tenant directly without Broker's prior written consent.

Receiving Party Acknowledges receipt of a copy of this Agreement, which Receiving Party has read and understands.

RECEIVING PARTY:

Signed: _____

Name: _____

Title: _____

Date: _____