

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT dated _____, 2010 (the "Agreement") is made and agreed to by _____ (the "**Reviewer**"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (and together with respective subsidiaries, officers, directors, employees, agents, advisors, counsel and affiliates, hereinafter the "**Bank**").

WITNESSETH:

The Bank is the owner of that certain real property and improvements commonly known as 2323 N. 27th Avenue, Phoenix, Arizona 85009 (the "**Property**"). In connection with the Bank's contemplation to sell the Property, the Bank has agreed to permit the Reviewer to review and inspect certain documents, files, reports and other information and data relating to the Property (the "**Confidential Information**"), pursuant to the terms of this Agreement. The Confidential Information may include economic, commercial, operating, marketing, financial, performance and valuation information that is confidential and/or proprietary in nature. Therefore, the Bank has determined that the Reviewer shall be required to execute and deliver this Agreement as a condition precedent to Bank permitting Reviewer to review and inspect any of the Confidential Information.

In consideration of being granted the opportunity to review and inspect the Confidential Information, the Reviewer agrees with and for the benefit of the Bank as follows:

Section 1. Non-Disclosure and Use of Confidential Information.

(a) The Reviewer agrees not to disclose any of the Confidential Information without the prior written consent of the Bank, which consent can be arbitrarily withheld, to any third party (including but not limited to any media) other than to (i) if Reviewer is a corporation or other legal entity, its officers, directors, shareholders, members or partners (as the case may be), and (ii) Reviewer's attorneys, accountants, due diligence consultants and lenders (collectively, the "**Representatives**"). In each case, the Representatives shall (i) have a need to know the Confidential Information for the purpose of evaluating the Property and making economic decisions in connection with a potential purchase thereof and (ii) have acknowledged and confirmed to Bank, prior to being delivered or disclosed any Confidential Information, that the receipt of any Confidential Information by such Representatives shall be subject to the terms and conditions of this Agreement, which shall be binding upon such Representatives and inure to the benefit of the Bank on the same basis as if such Representatives were an original party hereto.

(b) The term "Confidential Information" shall not include information which is required to be disclosed by law or by regulatory or judicial process, except prior to disclosing such information Reviewer shall notify the Bank in writing to enable the Bank to obtain a protective order or other similar court order or which becomes available to the public other than as a result of a disclosure by the Reviewer or its representatives in violation of this Agreement.

(c) In the event the Reviewer or any of its Representatives fails in any respect to comply with its representations, warranties, covenants or obligations under this Agreement, the Bank may, in its sole discretion, refuse to consider an offer or bid from the Reviewer for the purchase of the Property or to allow the Reviewer to continue to conduct due diligence with respect to the Property offered for sale by the Bank, and Reviewer shall be liable to the Bank for breach of this Agreement. The foregoing right shall be in addition to, and does not preclude the exercise of, any other right, power or remedy available to the Bank under this Agreement or at law or in equity, including, without limitation, the right of the Bank to apply to any court of

competent jurisdiction for a temporary or permanent injunction or other appropriate decree of specific performance in order to enjoin any breach or threatened breach of this Agreement. In this regard, the Reviewer agrees that money damages alone would not be a sufficient remedy for any breach of this Agreement by the Reviewer. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof or preclude its further exercise.

Section 2. Review of Confidential Information. At the Bank's election, the Confidential Information will be made available to Reviewer or its Representatives for their review either (a) by appointment only, at a location determined by the Bank or (b) by mail or other delivery to the Reviewer or its Representatives of copies of the Confidential Information. Reviewer shall not make any reproductions, other than handwritten summaries or notes and self-generated computer records, of any item of the Confidential Information without the Bank's prior written consent. At the Bank's request, Reviewer and its Representatives, if any, will return to the Bank all Confidential Information that has been provided to Reviewer, and Reviewer and its Representatives, if any, will destroy/delete (or, at its option, deliver to the Bank) all summaries, notes, studies, compilations, documents and written or electronic copies and records (collectively the "Derivative Information") that reflect any such Confidential Information prepared by the Reviewer and/or its Representatives. That destruction/deletion (or return/delivery) will be confirmed in writing to the Bank. Any such Confidential Information or Derivative Information not so destroyed/deleted (or returned/delivered) shall remain subject to this Agreement.

Section 3. No Representation or Warranties. The Bank does not make any representation or warranty, express or implied, as to accuracy or completeness of the Confidential Information and shall have no liability to any person resulting from the use of such materials except as specifically stated in a binding purchase agreement. Without limiting the foregoing, Reviewer acknowledges that the Confidential Information does not include all information in the Bank's possession relating to the Property or related parties. Without limiting the foregoing, the Confidential Information will not include any of the following: any appraisal of the Property (except as specifically included in the Confidential Information); any pleadings or other documents pertaining to any litigation against the owner of the Property; any internal Bank memoranda, analyses or other communications pertaining to the Property, or any such communications or other information exchanged between the Bank and any of its consultants or other advisors, including legal counsel.

Section 4. Limited Access to Confidential Information. As referred to in Section 1(a) above, the Reviewer shall inform each of its Representatives that receives any of the Confidential Information of the requirements of this Agreement and shall require each such Representative to comply with such requirements.

Section 5. Debtor Contact. The Reviewer agrees not to communicate with the Bank, any accountant or attorney for the foregoing, or any other person or party, including any tenant or managing agent, connected with, related to, or whose name is obtained from the Confidential Information with respect to the Property, in each case without the prior written consent of the Bank, which consent can be arbitrarily withheld. Without limiting the foregoing, neither Reviewer nor its Representatives shall access the Property without the prior written consent of the Bank, which may be conditioned upon execution and delivery of an access agreement in a form acceptable to the Bank.

Section 6. Reliance on Third Party Valuations and Other Reports. Any and all reports with respect to the Property prepared by any third party, to the extent included in the files and made available for review by Reviewer, are for information purposes only and should not be relied upon as indicators of the value or condition of the Property for any other purpose. The Reviewer shall have no right to rely upon the conclusions or other data set forth in such reports and shall have no recourse against the Bank in the event of any errors therein or omissions therefrom.

Section 7. Indemnity. The Reviewer agrees to indemnify, defend and hold the Bank harmless from and against any claim, loss, damage, cost, expense or liability directly or indirectly arising out of any breach of this Agreement by the Reviewer or any of its Representatives.

Section 8. Termination. The restrictions in this Agreement shall terminate upon the written waiver of the Bank which can be given or not given in its sole discretion; provided, however, that any claim by the Bank based on a breach of this Agreement occurring prior to acquisition of the Property or the waiver shall survive the acquisition or waiver unless subsequently waived by the Bank in writing. Upon termination of this Agreement, the Reviewer and/or its Representatives shall promptly comply with the provisions of Section 2 above. The term of this Agreement shall be for twenty-one (21) days commencing on the date hereof. The obligations of the Reviewer under Section 7 above, entitled "Indemnity", shall survive the termination of this Agreement.

Section 9. Entire Agreement. This Agreement represents the entire agreement between the Reviewer and the Bank relating to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by the Reviewer. This Agreement supersedes all other agreements relating to such matters, which have previously been executed by the Reviewer in favor of the Bank or any other party.

Section 10. Litigation. In the event that the Bank institutes suit against Reviewer to enforce any of its rights hereunder, the prevailing party in such action shall be entitled to recover from the other party all reasonable costs thereof, including, without limitation, all attorneys' fees and expert witness fees and all costs before trial, at trial and at all appellate levels, as the case may be, in addition to any other relief (at law or otherwise) to which such party may be entitled.

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, except to the extent preempted by federal law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

REVIEWER:

By: _____

Name: _____

Title: _____

Address:

Attn: _____

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name:

Title: