



3200 East Camelback Road, Suite 100  
Phoenix, Arizona 85018  
Attention: Patrick Dempsey  
Facsimile: (602) 954-0510

## **BUYER CONFIDENTIALITY AND REGISTRATION AGREEMENT**

"Rancho Encanto Plaza"

May 11, 2010

You (the "Registered Potential Purchaser") have advised Lee & Associates Arizona (the "Brokers") that you wish to be registered as a client with respect to the potential purchase of Rancho Encanto Plaza, a 70,859 SF Grocery Anchored Shopping Center located at NEC 35<sup>th</sup> Avenue and Greenway Road, Phoenix, Arizona (the "Property"), which Lee & Associates Arizona has been retained on an exclusive basis by Owner (the "Owner") with respect to the contemplated sale of such Properties. The Owner has indicated that all initial inquiries and communications with respect to the contemplated sale of such Properties be direct to Lee & Associates Arizona.

Lee & Associates Arizona and Owner have available for review certain information concerning the Properties which includes brochures and other materials (collectively "Informational Materials"). Lee & Associates Arizona and the Owner will not make such Information Materials available to the Registered Potential Purchaser unless the Registered Potential Purchaser has executed this agreement. Lee & Associates Arizona and the owner are prepared to consider the registration of the undersigned principal. Upon Lee & Associates Arizona's receipt of this executed agreement, Lee & Associates Arizona is prepared to provide the Informational Materials for their Registered Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Informational Materials relating to the Property which may be furnished to the Registered Potential Purchaser by Lee & Associates Arizona or Owner shall continue to be the Properties of the Owner and Lee & Associates Arizona. The Informational Materials will be used by the Registered Potential Purchaser for evaluation purposes and must be returned to Lee & Associates Arizona and Owner immediately upon Lee & Associates Arizona's or Owner's request or when the Registered Potential Purchaser terminates negotiations with respect to the Properties.
2. The Registered Potential Purchaser will not disclose the Informational Materials to any person, unless Lee & Associates Arizona and Owner have approved in writing such disclosure, provided however, that the Informational Materials may be disclosed to the Registered Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Properties. The Registered Potential Purchaser and such Related Parties shall be informed of the confidential nature of the Informational Materials and must agree to keep all Informational Materials strictly confidential in accordance with this agreement. The Registered Potential Purchaser shall be responsible for any violation of this provision by the Registered Potential Purchaser or Related Party.
3. The Registered Potential Purchaser authorizes Lee & Associates to represent it as its Broker with respect to the purchase of the Property. The Registered Potential Purchaser agrees to indemnify Lee & Associates Arizona and the Owner against any commissions, fee, loss, liability or expense, including attorney's fees, arising from claims by any other Broker or any other party the Registered Potential Purchaser or Broker has had dealings with, excluding Lee & Associates Arizona, in connection with the proposed transaction. The Registered Potential Purchaser hereby agrees that he will not look to the Owner or Lee & Associates Arizona for any commission, fees or other compensation in connection with the sale of the Properties. Additionally, the Registered Potential Purchaser acknowledges that he has not had any discussion regarding the Properties with any broker or agent other than Lee & Associates Arizona.

4. The Registered Potential Purchaser understands and acknowledges that Lee & Associates Arizona and the Owner do not make any representation or warranty as to the accuracy or completeness of the Informational Materials and that a portion of the information used in the preparation of the Informational Materials was furnished to Lee & Associates Arizona by others and has not been independently verified by Lee & Associates Arizona and is not guaranteed as to completeness or accuracy. The Registered Potential Purchaser agrees that neither Lee & Associates Arizona nor the Owner shall have any liability for any reason to the Registered Potential Purchaser or Related parties resulting from the use of the Informational Materials.

5. The Registered Potential Purchaser hereby indemnifies and saves harmless Lee & Associates Arizona 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 (i) breach of any of the terms of this Agreement and (ii) claim(s) by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Registered Potential Purchaser, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Properties to the Registered Potential Purchaser.

6. The Registered Potential Purchaser acknowledges that the Properties have 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, without notice. Broker acknowledges that the Properties are being offered without regard to race, creed, sex, religion or national origin.

7. If "Buyer" is acting as a Principal and working directly through Lee & Associates, then a Real Estate commission will be paid to Lee & Associates by Owner by separate agreement. It is hereby acknowledged that "Broker" represents the Seller, but may represent Registered Potential Purchaser, in addition to Seller and is hereby authorized to operate as a dual agent for the transaction. In addition, if Registered Potential Purchaser is represented by a "Buyer's Broker" or Procuring Broker, there is a 1% co-brokerage fee offered to a "Buyers broker".

8. Broker hereby advises Seller and Registered Potential Purchaser to seek counsel as to the Property related pre- and post-close issues that are pertinent to the Property and this Agreement.

If you are in agreement with the foregoing, please return two original copies of this Rancho Encanto Plaza Agreement to Lee & Associates Arizona (Attention: Patrick Dempsey).

Accepted and Agreed to this \_\_\_\_\_  
day of \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Accepted and Agreed to this \_\_\_\_\_  
day of \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Patrick Dempsey

Title: Principal

Company: \_\_\_\_\_

Lee & Associates

Address: \_\_\_\_\_

3200 East Camelback Road, Suite 100

Phoenix, Arizona 85018

Telephone: 602-956-7777

Facsimile: 602-954-0510

Email: pdempsey@lee-associates.com