

CONFIDENTIALITY AGREEMENT

Blue Horizon Owner LLC (the "Seller"), owner of that certain real property located at approximately the southwest corner of W. Blue Horizons Parkway & Jackrabbit Trail (APN: 50235009J) in the City of Buckeye, Maricopa County, Arizona, which consists of approximately 20.86 acres of land (the "Property") is contemplating the sale of the Property (the "Potential Transaction"). The undersigned ("Potential Purchaser") has been advised that Arizona Land Advisors, LLC, an Arizona limited liability company dba Land Advisors Organization ("Broker") has been retained by Seller with respect to the solicitation of offers with respect to the Potential Transaction. Potential Purchaser has expressed an interest in obtaining certain confidential information relating to the Property, Seller and its affiliates and in connection therewith, has requested that Broker or Seller provide such information or portions thereof (collectively, "Confidential Information"). Certain Confidential Information will be made available on the condition that Potential Purchaser execute and return this Confidentiality Agreement to Broker. The term Confidential Information does not, however, include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Potential Purchaser or its Representatives in violation of this Confidentiality Agreement, (ii) is or becomes available to the Potential Purchaser or its Representatives from a source (other than Broker or Seller) not actually known by the Potential Purchaser to be bound by a confidentiality agreement (whether oral or written) with respect to such information, (iii) was known to the Potential Purchaser prior to the date of this Confidentiality Agreement but not subject to an obligation of confidentiality, or (iv) is independently developed by the Potential Purchaser and/or any of its Representatives without use of the Confidential Information. Each Potential Purchaser and its Representatives may disclose Confidential Information to the extent it is required to disclose the same under applicable by law, rule, regulation, subpoena or court order provided that to the extent permitted by law, Potential Purchaser shall notify Seller of such requirement so that Seller, at Seller's sole cost and expense, may seek a protective order or otherwise limit such disclosure and Potential Purchaser agrees to cooperate with Seller in a commercially reasonable manner in obtaining any protective order or other remedy sought by Seller with respect to such requirement.

Potential Purchaser agrees that the Confidential Information is confidential, that it will hold and treat it in the strictest of confidence, that Potential Purchaser will not disclose or authorize anyone else to disclose the Confidential Information to any other person, firm, or entity without prior written authorization of Seller, except that the information may be photocopied and disclosed to Potential Purchaser's affiliates, consultants, employees, attorneys, investors, members and partners (collectively, the "Representatives") who in the Potential Purchaser's reasonable opinion need to know such information in connection with the Potential Purchaser's evaluation of the Potential Transaction, provided that such Representatives are informed of the terms of the Confidentiality Agreement, and are directed to comply therewith. Potential Purchaser agrees that the Confidential Information shall be used by Potential Purchaser and the Representatives only in connection with the Potential Transaction. The Potential Purchaser shall be responsible for any breach of this Confidentiality Agreement by any party to whom Potential Purchaser has disclosed the Confidential Information.

The Confidential Information does not purport to be all-inclusive or to contain all the information which a potential purchaser may desire. Neither Broker nor Seller makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto. Notwithstanding anything in this Confidentiality Agreement, in the event that Seller or its affiliates and the Potential Purchaser or its affiliates enter into a definitive agreement for the purchase and sale of the Property, the provisions of this paragraph shall be subject to the terms of such definitive agreement.

At any time upon the written request of Broker or Seller, Potential Purchaser agrees to promptly destroy or return to Seller the Confidential Information (and it shall direct its Representatives to do the same). Notwithstanding any requirement to return or destroy the Confidential Information, the Potential Purchaser may retain copies of the Confidential Information as required by law, rule, regulation or the Potential Purchaser or its Representatives' bona fide internal compliance procedures; provided, however, that any such retained Confidential Information shall remain subject to the confidentiality obligations herein for a period of three (3) years from the date of Broker or Seller's request for the return or destruction of said Confidential Information. This provision shall survive the expiration or earlier termination of this Confidentiality Agreement.

All inquiries and communications with respect to Seller or the Property shall be directed to Broker or such other person or entity as Seller may designate only. Without Seller's prior written approval, Potential Purchaser shall not have (and Potential Purchaser shall direct its Representatives not to have) conversations or contact regarding the Property, Seller or the Potential Transaction, with any lenders, tenants, servicers, special servicers, governmental authorities, owners of land adjacent to the Property, managers or management agents, or employees of or related to the Property or entities that comprise the Seller, or any of their respective officers, directors, shareholders, employees or constituent partners.

It is agreed that money damages may not be a sufficient remedy for any breach of this Confidentiality Agreement and that the Seller shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach without the requirement of posting a bond. Such remedy shall not be deemed to be the exclusive remedy for breach of this Confidentiality Agreement, but shall be in addition to all other remedies available at law or in equity to the Seller.

In permitting Potential Purchaser to review the Confidential Information, Seller has not waived any privilege or claim of confidentiality with respect thereto, and no third-party benefits or relationships of any kind, either express or implied, have been offered, intended or created by Seller and any such claims are expressly rejected by Seller and waived by Potential Purchaser.

This Confidentiality Agreement shall terminate one (1) year from the date of Potential Purchaser's execution of this Confidentiality Agreement. If you are in agreement with the foregoing, please return one original signed copy of this Confidentiality Agreement to Land Advisors Organization (Attention: Bret Rinehart , BRinehart@landadvisors.com Phone (480) 874-4306.

Accepted and Agreed to:

[INSERT POTENTIAL PURCHASER NAME]

By: _____

Name: _____

Title: _____

Date: _____