

# CONFIDENTIALITY AGREEMENT

The undersigned ("Recipient") is executing this Agreement in connection with the distribution of certain confidential information related to the possible sale by the Owner of certain property located at **4750 South 32<sup>nd</sup> Street, Phoenix, AZ** commonly known as (the "Property"). In order to evaluate the Property, Recipient has requested certain information regarding the Property. Owner is willing to provide such information, either directly or through its agents, contractors, advisors, or consultants (collectively referred to hereafter as "Provider"), under the condition that Recipient agrees to keep the information strictly confidential in accordance with this agreement. As used in this agreement, the term "Recipient" shall refer collectively and individually to the undersigned, and any other employees of the undersigned who review the confidential information in connection with the evaluation of the Property by the undersigned.

Recipient agrees that it will maintain in strictest confidence all information provided by Provider regarding the Property, including without limitation, financial information, leases, environmental investigations, title reports, surveys, and any other information provided by Provider to Recipient that is not generally known to the public (collectively, the "Confidential Information").

Recipient also agrees not to disclose or divulge the Confidential Information to any person or entity other than the undersigned's employees who are actively and directly participating in the analysis of the Property, and in such cases only to the extent reasonably required for such analysis. The undersigned also agrees to inform all such employees of the confidential nature of the Confidential Information and to provide a copy of this agreement to such employees. Recipient agrees to be fully responsible for any breach of this agreement caused by such employees.

Recipient acknowledges and agrees that (i) the Confidential Information contains proprietary and sensitive information, (ii) significant damage could result to Owner if the Confidential Information were disclosed in violation of this agreement, (iii) Provider would not otherwise disclose the Confidential Information to Recipient without Recipient's agreement to keep such information confidential as set forth in this agreement, and (iv) receipt of the Confidential Information and the opportunity to evaluate the Property constitute good and valuable consideration for this agreement, and the Recipient intends to be legally bound by this agreement.

In the event that Recipient is required or requested by subpoena or judicial or other governmental authority to disclose any Confidential Information, Recipient agrees to provide to Provider prompt notice of such requirement or request in order to give Owner time to seek an appropriate protective order or otherwise control the required disclosure. In such event, Recipient shall disclose Confidential Information only to the minimum extent necessary in order to comply with legally binding requirements, and shall exercise its best efforts to ensure that the Confidential Information shall be held in confidence by the party to whom it is required to be disclosed.

Recipient agrees that Provider shall be entitled to equitable relief, including without limitation injunction and specific performance, in the event of a violation or threatened violation of this agreement, in addition to all other remedies available at law or in equity. This agreement is governed by the laws of the State of Arizona. No failure to exercise any right, privilege or remedy hereunder shall be deemed to be a waiver thereof. If any provision of this agreement is adjudged to be unenforceable, the balance of the agreement shall be endorsed to the maximum extent permissible under applicable law. This agreement contains the entire agreement of the parties with respect to the subject matter hereof, and can only be amended by a writing signed by both parties.

If any legal action or other proceeding of any kind is brought for the enforcement of this agreement or because of any alleged breach, default or any other dispute in connection with any provision of this agreement, the successful or prevailing party shall be entitled to recover all reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any relief to which it may be entitled.

Date: \_\_\_\_\_

**RECIPIENT:**

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

Print Name: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_

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