

Frito Lay at Peak Innovation Park
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by _____,
(the "Reviewer").

This Agreement is made by Reviewer in favor of SunCap Property Group and their affiliates and related entities and each of their successors, partners, assigns, employees, agents, officers, directors, members and shareholders (collectively, "SunCap"). SunCap is the intended beneficiary of the terms of this Agreement.

Reviewer is a potential purchaser for a real estate development located in Colorado Springs, CO (hereafter "Frito Lay at Peak Innovation Park") where Rolling Frito-Lay Sales, LP ("Frito Lay") is a tenant under a lease with SunCap. In connection therewith, SunCap must provide to Reviewer certain documentation and information related to Frito Lay at Peak Innovation Park.

By executing this Agreement, Reviewer agrees that all documents, materials and information (collectively, the "Confidential Information") provided to Reviewer in connection with or related to Frito Lay at Peak Innovation Park is to be treated as strictly confidential; that Reviewer will hold and treat the Confidential Information in the strictest of confidence; and that Reviewer will not disclose or permit anyone else to disclose the Confidential Information to any person, firm or entity without the prior written authorization of SunCap. In all events, Reviewer shall be liable to SunCap if Reviewer or any such person, firm or entity fails to maintain such confidence or discloses any such Confidential Information to any other person, firm or entity without the prior written authorization of SunCap or pursuant to a court order. After written request by SunCap, or upon any termination of this Agreement, Reviewer hereby agrees to promptly return all Confidential Information and all copies thereof to SunCap, which obligation shall survive termination of this Agreement.

Section 1. No Duplication

Reviewer agrees to refrain from making any reproductions of any Confidential Information without the prior written consent of SunCap.

Section 2. Limited Access

Reviewer shall inform any party that receives any of the Confidential Information of the requirements of this Agreement and shall require that each such party agree in writing to comply with such requirements, pursuant to terms at least as restrictive as those contained in this Agreement.

Section 3. No Contact

Reviewer agrees not to communicate with or contact any person or party, connected with, related to, or whose name is obtained from, the Confidential Information, without the prior written consent of SunCap.

Section 4. Reliance on Information

The Confidential Information is being provided to Reviewer as a courtesy only. Neither SunCap nor any other party makes, nor shall SunCap or any other party be deemed to have made, any representation, warranty or covenant of any kind, express or implied, as to the accuracy or completeness of the Confidential Information, and neither SunCap nor any other party shall have any liability resulting from the use by Reviewer or any other party of the Confidential Information. Reviewer acknowledges and agrees to such lack of representation, warranty and covenant and hereby agrees to accept the Confidential Information on an "AS IS" basis and to accept sole responsibility for verifying the completeness and accuracy of same.

Section 5. Entire Agreement

This Agreement represents the entire agreement between Reviewer and SunCap relating to the Confidential Information heretofore or hereafter provided to, reviewed, or inspected by Reviewer or any other party pursuant to this Agreement. This Agreement supersedes all other agreements relating to such matters which have previously been executed between Reviewer and SunCap or any other party.

Section 6. Litigation

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

Section 7. Remedies; Indemnity

Reviewer specifically acknowledges and agrees that SunCap (or one or more of its related entities) has executed, and is bound by, a confidentiality agreement with SunCap and would sustain significant damages, including without limitation under such confidentiality agreement, if Reviewer were to breach any of the terms of this Agreement.

Reviewer acknowledges that SunCap's remedy at law would be inadequate in the event of any breach or threatened breach of this Agreement by Reviewer. Consequently, in the event of a breach or threatened breach of this Agreement by Reviewer and in addition to any other remedies available to SunCap, SunCap will be entitled to seek to obtain injunctive relief to enforce the provisions of this Agreement.

Reviewer agrees to indemnify, defend and hold SunCap harmless from and against any and all claims, costs, damages, and liabilities incurred by SunCap related to or arising out of the unauthorized disclosure of the Confidential Information by Reviewer or any party to whom Reviewer discloses the Confidential Information pursuant to this Agreement or the breach of the provisions of this Agreement by Reviewer. The terms of this section shall survive any termination of this Agreement.

No remedy conferred upon SunCap in this Agreement is intended to be exclusive of any other remedy herein or by law or equity provided or permitted, but rather each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute.

Section 8. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflict of law principles.

Section 9. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected and shall be enforced to the greatest extent permitted by law.

Section 10. Counterparts; PDF Signatures.

This Agreement may be executed in counterparts, all of which taken together will constitute one agreement. A PDF or electronically transmitted signature on this Agreement shall be binding as an original.

Section 11. Drafting.

Each party has been represented by legal counsel in connection with the negotiation of the transactions herein contemplated and the drafting and negotiation of this Agreement. Each party and its counsel have had an opportunity to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

Section 12. No Waiver.

No delay or failure on the part of SunCap in exercising any right, power or privilege under this Agreement or under any other instrument or document given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and executed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

Section 13. Amendments.

This Agreement may be amended or modified only by a written instrument executed by SunCap and Reviewer. The consent of any third-party beneficiaries is not required for any amendment.

Section 14. Reviewer's Warranty.

The individual executing this Agreement on behalf of Reviewer represents and warrants to SunCap that (i) the individual executing this Agreement on behalf of Reviewer has been duly and validly authorized to execute and deliver this Agreement and any and all other documents contemplated by this Agreement on behalf of Reviewer; and (ii) this Agreement and all documents executed by such individual on behalf of such entity pursuant to this Agreement are and will be duly authorized, executed and delivered by such entity and are and will be legal, valid and binding obligations of such entity.

Section 15. Notices.

If to SunCap: SunCap Property Group
 Attention: Matt Kramer
 Phone: 412-445-6196
 Email: mkramer@suncappg.com

With a copy to:

ACCEPTED AND AGREED ON THIS _____ DAY OF _____, 20__.

REVIEWER:

By: _____

Name: _____

Its: _____