



Buyer Confidentiality and Disclosure Agreement

The undersigned Buyer has requested information from Avison Young for the purpose of evaluating a possible acquisition regarding the property at **7259 Bingham Junction Boulevard, Midvale, Utah 84047**, (the "Property"). Much of the information to be provided is non-public, highly confidential and/or proprietary in nature ("Information") and is being delivered only pursuant to the terms of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

Property Information. Avison Young will provide Prospective Buyer confidential Information relating to the Property(s).

Confidentiality. Prospective Buyer agrees that the Information shall be held in confidence, and that Prospective Buyer shall not disclose, permit the disclosure of, release or transfer the Information to any third party, except for the purpose of evaluating a possible purchase of the Property, and that any part of the Information so transmitted shall remain confidential with that third party. Prospective Buyer agrees not to contact the owner of the Property or to circumvent Avison Young in any way. Any transaction shall be negotiated and closed through Avison Young as a licensed real estate brokerage in the State of Nevada.

Communications. It is further understood that all (a) communications regarding a possible transaction, (b) requests for additional information, (c) requests for tours of the Property or management meetings, and (d) discussion or questions regarding the Property will be submitted or directed to Avison Young c/o James Griffis, SIOR at Avison Young, 10845 Griffith Peak Drive, Las Vegas, NV 89135. The Information shall be used for the sole purpose of evaluating the potential purchase of the Property and for no other purpose. Prospective Buyer shall not contact directly any persons concerning the Property, including, without limitation, Owner's employees, suppliers, tenants, or lenders.

Information accuracy. Although Owner and Avison Young are providing the Information to the Prospective Buyer for the purpose of its evaluation of the Property, Prospective Buyer understands that Owner and Avison Young do not make any representation or warranty as to the accuracy or completeness of the Information. This Agreement applies to all Information about the Property received from Owner or Avison Young, now or in the future, which is not readily available to the general public.

Binding Effect. The persons signing on behalf of the Prospective Buyer represent that they have the authority to bind the party for whom they sign. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors, assigns and other legal representatives, and shall further bind upon the contractors and employees of Prospective Buyer.

Return of Documents. Upon review of the Information provided, if Buyer no longer has an interest in the potential acquisition of the Property, Buyer agrees to return in a timely manner all Information provided to Avison Young.

Other. This Agreement represents the entire agreement between and among the parties concerning the confidentiality and non-disclosure of the Information. This Agreement shall not be modified except by written agreement signed by all the parties. This Agreement shall in all respects be construed in accordance with the laws of the State of Nevada. In the Prospective Buyer breaches its obligations, the prevailing party in any lawsuit shall be entitled to reasonable attorney's fees and costs in addition to all remedies available to it.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have executed this Agreement as of the day and year first above written.

PROSPECTIVE BUYER

Name: _____

Printed: _____

Company: _____

Date: _____