

CONFIDENTIALITY AGREEMENT

Arizona Land Advisors LLC dba Land Advisors Organization ("LAO") has been engaged by PVAZRE, LLC ("Property Owner") as the exclusive agent for the sale of Arizona Professional Plaza with an address of 1728 W. Glendale Avenue, Phoenix, AZ, 85021 (the "Property"). The Property is being offered for sale in an "as-is, where-is" condition, and LAO and Property Owner make no representations or warranties as to the accuracy of the information contained in this Offering Memorandum.

In connection with the undersigned's ("Potential Buyer('s)") consideration of a possible acquisition of the Property, Potential Buyer agrees that all inquiries and communications by Potential Buyer and/or their agents shall be directed to LAO. Further the Potential Buyer has requested certain non-public financial and other information concerning the Property. As a condition to Potential Buyer being furnished such information, Potential Buyer agrees to treat said information, which is furnished to Potential Buyer (herein collectively referred to as the "Evaluation Material") as highly confidential and in accordance with the provisions of this confidentiality agreement (the "Agreement"). Potential Buyer additionally agrees that nothing contained herein shall be construed to require LAO or Property Owner to disclose the content(s) of any Evaluation Material.

The term "Evaluation Material" does not include information which (i) is already in Potential Buyer's possession, provided that such information is not known by Potential Buyer to be subject to another confidentiality agreement; or (ii) becomes generally available to the public other than as a result of a disclosure by Potential Buyer or Potential Buyer's directors, officers, employees, agents or advisors; or (iii) becomes available to Potential Buyer on a non-confidential basis from a source other than LAO, provided that such source is not known by Potential Buyer to be bound by a confidentiality agreement.

Potential Buyer hereby agrees that the Evaluation Material will be used solely for the purpose of evaluating a possible transaction, and that such information will be kept confidential by Potential Buyer and its advisors; provided, however that (i) any of such information may be disclosed to Potential Buyer's directors, officers and employees and representatives of Potential Buyer's advisors who need to know such information for the purpose of evaluating any such possible transaction (it being understood that such directors, officers, employees and representatives shall be informed by Potential Buyer of the confidential nature of such information and shall be directed by Potential Buyer to treat such information confidentially), and (ii) any disclosure of such information may be made to which Property Owner consents in writing. Potential Buyer agrees that it will be responsible for any breach of this Agreement by Potential Buyer, including any breach by any of Potential Buyer's directors, officers, employees or advisors.

In order to help insure that the daily operational integrity of the Property is maintained, Potential Buyer hereby agrees not to contact employees or contractors of LAO or Property Owner without the prior written authorization of LAO. Potential Buyer will not contact any tenants or contractors of the Property without prior written authorization of LAO. Potential Buyer will not tour or visit the Property without being accompanied by a representative of LAO. Potential Buyer will not and will direct such directors, officers, employees, representatives and advisors not to disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction, or any of the terms, conditions, or other facts with respect to any such possible transaction, including the status thereof.

Although LAO and Property Owner have endeavored to include in the Evaluation Material information known to them which they believe to be relevant for the purpose of Potential Buyer's evaluations, Potential Buyer understands and acknowledges that the Evaluation Materials and that the information used in the preparation of the Evaluation Materials was based on information and sources deemed to be reliable, but no representation or warranty, express or implied, is being made by LAO or Property Owner or any of their respective representatives, affiliates, officers, employees, shareholders, partners and directors, as to the

accuracy or completeness of the information. Summaries contained in Evaluation Materials of any legal or other documents are not intended to be comprehensive statements of the terms of such documents, but rather only outlines of some of the principal provisions contained therein. Neither LAO nor the Property Owner shall have any liability whatsoever for the accuracy or completeness of the information contained in the Evaluation Materials or any other written or oral communication or information transmitted or made available or any action taken or decision made by the recipient with respect to the Property. Interested parties are to make their own investigations, projections and conclusions without reliance upon the Evaluation Materials.

It is agreed that Potential Buyer is acting as a principal and, to the best of Potential Buyer's knowledge, has had no dealings, negotiations or consultations involving the Property with any broker other than LAO's agent, Laurie Sandau who collectively represent Property Owner. Should Potential Buyer require the assistance of any broker other than Laurie Sandau, the Potential Buyer's broker will be paid a commission in an amount equivalent to 3% of the purchase price under the terms of LAO's Exclusive Authorization to Sell Agreement with Property Owner; however, no commission will be paid if Potential Buyer's broker is affiliated with Potential Buyer.

Moreover, if Potential Buyer is represented by an LAO agent other than Laurie Sandau, Potential Buyer acknowledges and consents to the dual agency relationship that arises from the fact that LAO agents represent both Property Owner and Potential Buyer. Neither Property Owner nor LAO will accept another broker's registration of any potential buyer to whom LAO is directly marketing the Property.

In the event that Potential Buyer does not proceed with the transaction which is the subject of this Agreement within a reasonable time, Potential Buyer shall promptly redeliver to LAO all written Evaluation Material and any other written material containing or reflecting any information in the Evaluation Material (whether prepared by LAO or otherwise) and will not retain any copies, extracts or other reproductions in whole or in part of such written material.

This Agreement is for the benefit of LAO, and Property Owner. And shall be governed by the laws of the State of Arizona.

AGREED AND ACCEPTED:

Buyer Broker must be declared if applicable

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 20____.

BUYER:

BROKER:

NAME: _____
Company: _____
Phone: _____
Email: _____

NAME: _____
Company: _____
Phone: _____
Email: _____

Please return via email to lsandau@landadvisors.com or by fax to (480) 483-0000

The Evaluation Materials referred to in this Agreement shall be identified after the execution of this Agreement with the submission of the available evaluation material.