

CONFIDENTIALITY AGREEMENT

Buyer has requested information from Logic Commercial Real Estate for the purpose of evaluating a possible acquisition regarding the property located at **1135 & 1185 W 2nd St Reno, NV (Urban West Apartments)** (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:

1. **Property Information.** Logic Commercial Real Estate will provide Prospective Buyer confidential information relating to the Property.
2. **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 Logic Commercial Real Estate in any way. Any transaction shall be negotiated and closed through Logic Commercial Real Estate as a licensed real estate brokerage in the State of Nevada. This Agreement applies to all Information about the Property received from Owner or Logic Commercial Real Estate, now or in the future, which is not readily available to the general public.
3. **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 Logic Commercial Real Estate, c/o Ben Galles at 295 Holcomb Ave Suite 200 Reno, NV 89502 (775 433 1106). 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.
4. **Information Accuracy.** Although Owner and Logic Commercial Real Estate is providing the Information to the Prospective Buyer for the purpose of its evaluation of the Property, Prospective Buyer understands that Owner and Logic Commercial Real Estate do not make any representation or warranty as to the accuracy or completeness of the Information and are not subject to any liability with regards to the Information provided.
5. **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 binding upon the contractors and employees of Prospective Buyer.

6. **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 Logic Commercial Real Estate.
7. **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. If the Prospective Buyer breaches its obligations, the prevailing party in any lawsuit shall be entitled to reasonable attorneys' 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:

Signature

Dated: _____

Please print clearly the following:

Name: _____

Phone: _____

Company: _____

Fax: _____

Title: _____

E-mail: _____

Address: _____

City, State, Zip: _____

Please sign this document and return to Logic Commercial Real Estate.
bgalles@logicCRE.com or Fax number (775) 507 7313 ; Attention Ben Galles