CONFIDENTIALITY AGREEMENT FOR PURCHASERS

The Waterfall Group, LLC ("Broker") is the exclusive listing broker in connection with sale of that certain real property located at 7400 N. Oracle Road, known as Northwest Corporate Centre, Tucson, Arizona (the "Property") on behalf of the owner thereof ("Owner").

You have requested that Broker furnish to you certain information (collectively, the "Evaluation Material") concerning the Property in connection with discussions and negotiations concerning your proposed acquisition of Property. Upon your execution and delivery of this Agreement to Broker, Broker shall either, in its sole discretion and election, provide the Evaluation Material to you, or make the Evaluation Material available for your review at its offices. Therefore, as a prerequisite to the furnishing of the Evaluation Material to you, you hereby agree as follows:

1. None of the Evaluation Material furnished to you will be used by you in a way that is detrimental to Owner or for any purpose other than evaluating your proposed acquisition of the Property exclusively for your own account and not as a broker, finder or similar agent for any other person (including, without limitation, Owner) or with the intent to resell the Property. Owner is permitting Broker to disclose the information to you because of a potential, future business relationship between Owner and you. You acknowledge that you have a legitimate business reason for reviewing the information as the potential purchaser of the Property. You agree that you will only use the information in making a determination of whether to purchase the Property and for no other purpose. THEREFORE, YOU AGREE TO KEEP THE EVALUATION MATERIAL STRICTLY CONFIDENTIAL AND THAT YOU SHALL NOT DISCLOSE ANY OF THE EVALUATION MATERIAL TO ANY THIRD PARTY; provided, however, that any of such Evaluation Material may be disclosed to "Related Parties" who, in your reasonable judgment, need to know such information for the purpose of evaluating your possible acquisition of the Property. You shall inform such Related Parties of the confidential nature of such information, shall direct them, and use your best efforts to cause them, to treat such information with strict confidence in accordance with the terms of this Agreement. The term "Related Parties" shall mean your directors, officers, partners, employees, outside legal counsel and accounting firm. Notwithstanding the foregoing, you shall be responsible for any breach of the terms of this Agreement by reason of any act or omission of any Related Parties or any other party which may obtain access to the Evaluation Material by, through or under you or any Related Parties in violation of this Agreement.

2. Upon the request of Broker, you shall promptly return to Broker all Evaluation Material furnished to you, whether furnished before or after the date of this Agreement, without retaining copies thereof.

3. Although we have endeavored to include in the Evaluation Material information known to us which we believe to be relevant for the purpose of your investigation, you understand and acknowledge that neither Broker nor Owner nor any other affiliate, trustee or agent of Owner (the "Owner Parties") is making any

representation or warranty as to the accuracy or completeness of the Evaluation Material. You acknowledge that Owner acquired the Property from third parties, or through foreclosure, and has no way of determining the truth or accuracy of any information obtained by Owner from such prior owners or otherwise and each of the Owner Parties and Broker expressly disclaim any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in the Evaluation Material, or for omissions from the Evaluation Material, or in any other written or oral communications transmitted or made available to you. You agree that neither any Owner Party nor Broker has any liability to you or any of your representatives or Related Parties or any other person resulting from the use of the Evaluation Material by you or them. You hereby represent, warrant and covenant to each Owner Party and Broker that you shall rely solely upon your own investigation with respect to the Property, including, without limitation, the Property's physical, environmental or economic conditions, operations, dimensions, descriptions, soil condition, suitability, compliance or lack of compliance with any state, federal, county or local law, ordinance, order, permit or regulation or any other attribute or matter relating thereto. Any information provided to you by an Owner Party, Broker, or by any surveyors, architects, engineers, escrow agents, title companies, governmental authorities or any other person or entity retained or contracted by or on behalf of Owner or Broker with respect to the Property which is relied upon by you shall not create or give rise to any liability of or against any Owner Party or Broker except as expressly agreed in a written Purchase Agreement executed and delivered by Owner and you and subject to such limitations and restrictions as may be specified therein.

4. You have been advised that Owner is acting as principal and has not agreed (other than in accordance with the terms of any separate written agreement with Broker, if applicable), nor has Broker agreed, to pay any brokerage commissions, finder's fees or other compensation, in connection with your possible acquisition of the Property. In the event that you acquire the Property from Owner, you agree to pay all brokerage commissions, finder's fees and other compensation to which any broker, finder or other person may be entitled in connection with such acquisition other than any commission or compensation payable to Broker under its listing agreement with Owner. Additionally, you agree to indemnify and hold harmless each Owner Party, Broker, and their respective partners, officers, employees, directors, agents, representatives, contractors, successors and assigns, against and from any loss, liability, cost or expense, including attorney's fees, arising out of any claim or claims by any party, including any claim by any broker, finder or similar agent for commissions, fees or other compensation relating to your review of the Evaluation Material or any potential or actual acquisition in connection therewith to the extent that such claim or claims are based on dealings by you or your officers, agents, employees, subsidiaries or affiliates or a breach of this Agreement.

5. Broker is not authorized to bind Owner and nothing contained herein shall bind Owner to sell the Property. Owner shall not in any way be deemed to have agreed to sell the Property or any interest therein or to have made any other agreement or promise except as may be set forth in a fully executed and delivered written agreement providing therefore on terms acceptable to Owner. Consequently, you understand that any other opportunities you forego and any expenses you incur on account of your interest in or investigation of the Property will be foregone and incurred at your own risk.

6. You agree that in addition to any right which Broker and Owner may have pursuant to this Agreement or at law or in equity resulting from your breach of this Agreement Broker and/or Owner may seek injunctive relief to (i) restrain any breach or threatened breach by you or (ii) specifically enforce the terms of this Agreement.

7. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.

8. This Agreement is entered into by Broker for its own benefit and the benefit of the Owner Parties and the Owner Parties shall be a third party beneficiaries hereunder.

9. Any broker representing a Principal or Principal hereby agree not to visit the property without a representative of The Waterfall Group present.

10. By signing this agreement, you agree not to share this information with any other principals without the consent of The Waterfall Group.

11. By providing the information package to any broker representing a principal, Broker is not hereby obligated to share in any commission paid from Seller. It shall be at Broker's sole discretion to share any commission paid to Broker.

12. If you are in agreement with the foregoing, please sign and return two copies of this letter to Broker, whereupon this letter will constitute our agreement with respect to the matters set forth herein.

Very truly yours,

The Waterfall Group, LLC

PRINCIPAL Date:_____

Confirmed:_____

Name:_____

Company:_____

Address:_____

City, State, Zip:_____

Phone:_____

BROKER

Confirmed:_____ Date:_____

Name:_____

Company:_____

Address:_____

City, State, Zip:_____

Phone:_____