

CONFIDENTIALITY AGREEMENT

This Agreement is made by _____ ("Prospective Buyer") to and for the benefit of PAR International Enterprises Inc ("Owner").

RECITALS

- A. Owner is the owner of the real property and improvements located at NEC US Hwy 395 & Mojave Dr in Victorville, California (the "Property")
- B. Prospective Buyer is interested in purchasing the Property and has requested information about the Property.
- C. Owner is willing to provide information about the Property provided that Prospective Buyer agrees to keep such information confidential pursuant to the terms of this Agreement.

AGREEMENT

It is therefore agreed as follows:

- 1. Definition of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean the information and documents made available from time to time by Owner or by Owner's broker, CBRE, Inc. to Prospective Buyer, including the information that is made available in the data room hosted by CBRE, Inc. Notwithstanding the foregoing, Confidential Information shall exclude information and documents that are publicly known before the date of the execution of this Agreement.
- 2. Nondisclosure of Confidential Information. Prospective Buyer shall review the Confidential Information only in connection with its evaluation of the Property and shall not disclose the Confidential Information or any summaries, analyses, or compilations of the same to any other person other than Prospective Buyer's attorneys, accountants, and lenders.
- 3. Return of Confidential Information. All Confidential Information (including all copies thereof) shall remain the property of Owner. Upon the earlier of a receipt of a written request from Owner, Prospective Owner shall immediately return or destroy the Confidential Information supplied by the Owner, including any and all copies thereof and including all analyses, compilations, summaries, studies and other material prepared by Prospective Buyer and based in whole or in part on, or otherwise containing or reflecting, any of the Confidential Information.
- 4. Unauthorized Disclosure of Confidential Information. Prospective Buyer hereby acknowledges and agrees that in the event of any actual or threatened disclosure or unauthorized use of Confidential Information without the prior express written consent of an Owner, the Owner will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, Prospective Buyer shall be entitled to equitable relief, including but not limited to specific performance of this Agreement. The prevailing party in any action taken to enforce this Agreement shall be entitled to recover reasonable attorneys' fees.

ELOY COVARUBBIAS, Lic# 01462376
Executive Vice President
CBRE, Inc
4141 Inland Empire Blvd #100 Ontario, CA 91764
909.418.2284 | 909.418.2100 Fax
eloy.cova@cbre.com

Return signed confidentiality agreement to:
KATHEE WOZNIAK kathee.wozniak@cbre.com
Director of Development
CBRE, Inc
4141 Inland Empire Blvd Ste 100 Ontario, CA 91764
909.418.2286
909.418.2100 Fax

PROSPECTIVE BUYER:

NAME: _____

COMPANY: _____

ADDRESS: _____

CITY | STATE | ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

By: _____

Title: _____

Date: _____

BUYER'S BROKER:

NAME: _____

COMPANY: _____

ADDRESS: _____

CITY | STATE | ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

By: _____

Title: _____

Date: _____