Confidentiality Agreement

For Brokers and Principal
(Buyers Rep.)

For the property described as:

You have requested information for the purpose of evaluating the potential purchase of the 'Property'. Information may be provided to you if you agree to the following conditions. By your signature below, you certify that you understand and agree to the following conditions (the "Conditions"):

1. Any information concerning the Property which you are provided in any form (the "Information"), and whether from ___ _____(Owner's Broker), the Owner(s) or any of their officers, agents, employees, or affiliates (collectively) the accuracy of completeness and no legal liability is assumed with respect thereto. The only exceptions to this will be specific representations or warranties, if any, that are made in writing and properly executed by the Owner(s). Any projections should be considered as opinion and are not guaranteed. Information will only be used to evaluate your interest in purchasing the property and for no other purpose.

2. Unless otherwise specifically agreed in a contract executed by the Owner(s) of the Property, the Property is being sold "As Is, Where Is, and With All Faults" and no warranties or representations, expressed or implied, are made concerning its past, present, or future condition, value or use. Before signing a contract to purchase this or any real estate, the Buyer should carefully inspect the Property and consult engineers, attorneys, and financial experts. Any inspection of the Property by you or your employees or agents is at your risk and you indemnify the Owner from any resulting claims.

3. You agree to not use the Information in any way that is detrimental to Owner or Owner's Broker and with the exception of information generally known to the public; you will keep the Information confidential. You will not copy or distribute the Information with our written authorization from Owner's Broker.

4. The Information may be shared with the people involved in evaluating your potential purchase of the Property ("Related Parties") on the condition that you make them aware of this Agreement. Should you distribute Information to anyone else, you agree to be responsible for having him or her sign a copy of this Agreement. Except for the purposes related to your purchase evaluation, you will not copy or distribute the Information without written authorization from Owner's Broker. You agree to not market the Property, and to not disclose to anyone other than Related Parties that the Property is for sale, unless you have received specific written approval from Owner's Broker. You indemnify Owner and Owner's Broker from and against any claims, which result from your distribution of this information. Owner and/or Owner's Broker may use any legal remedy in order to settle damages, which may arise from your breach of this agreement including all Owners or Owner's Broker's legal fees among other damages.

5. Neither Owner nor Owner's Broker shall be bound by any agreement, unless it is in writing and properly executed by an officer of the company. The Owner retains the absolute right to reject any offer at any time without giving any reason therefore.

6. **Buyer's Broker, Owner and Owner's Broker hereby acknowledges and agrees that a 0 % commission or fee will be payable by the Owner at the close of escrow through escrow only if this Agreement is fully executed by all parties. No additional commission, finder's fee or compensation will be due from or payable by the Owner or Owner's Broker in connection with this transaction. Buyer's Broker shall look to the prospective purchaser for any additional commissions, fees or compensation herewith and waives the right to make any claim therefore against Owner or Owner's Broker. Buyer's Broker is to mean Same as Tenant's Broker.**

7. Any "Evaluation Material" (including, but not limited to, the sales brochures, plans, maps, lease summaries and rent rolls) that you receive from the Owner shall remain the property of the Owner and shall be promptly returned upon Owner's request or, if you decide not to pursue the purchase of the Property.

Agreed and accepted this 22 day of November 2011

Name Terry A. Purdy
Buyer's Broker, Merritt Realty Resources Corp.