



CONFIDENTIALITY AGREEMENT

Airpark Medical
15720 N. Greenway-Hayden Loop
Scottsdale, AZ 85260
(Property)

In connection with the undersigned's ("Potential Buyer(s)") consideration of a possible acquisition of AIRPARK MEDICAL, SUITES 3 AND 10 (the "Property") 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"), in accordance with the provisions of this confidentiality agreement (the "Agreement"). Potential Buyer additionally agrees that nothing contained herein shall be construed to require Avison Young – Arizona, Ltd. ("AY") or SOUTHWEST MEDICAL PROPERTIES, LLC 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 AY, 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, SOUTHWEST MEDICAL PROPERTIES, LLC and Potential Buyer (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 SOUTHWEST MEDICAL PROPERTIES, LLC 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 AY or SOUTHWEST MEDICAL PROPERTIES, LLC without the prior written authorization of AY. Potential Buyer will not contact any tenants or contractors of the Property without prior written authorization of AY. Potential Buyer will not tour or visit the Property without being accompanied by a representative of AY. 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 AY and SOUTHWEST MEDICAL PROPERTIES, LLC 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 AY and SOUTHWEST MEDICAL PROPERTIES, LLC do not make any representations or warranty as to the accuracy or completeness of the Evaluation Materials and that the information used in the preparation of the Evaluation Materials was furnished to AY by others and has not been independently verified by AY and is not guaranteed as to completeness or accuracy

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 AY's agents Julie Johnson and Bret Isbell who collectively represent SOUTHWEST MEDICAL PROPERTIES, LLC. Should Potential Buyer require the assistance of any broker other than Julie Johnson or Bret Isbell the Potential Buyer's broker will be paid a commission in an amount equivalent to three percent (3%) of the purchase price under the terms of AY's Exclusive Authorization to Sell Agreement with SOUTHWEST MEDICAL PROPERTIES, LLC; however, no commission will be paid if Potential Buyer's broker is affiliated with Potential Buyer. Moreover, if Potential Buyer is represented by an AY agent other than Julie Johnson or Bret Isbell, Potential Buyer acknowledges and consents to the dual agency relationship that arises from the fact that AY agents represent both SOUTHWEST MEDICAL PROPERTIES, LLC and Potential Buyer. Neither SOUTHWEST MEDICAL PROPERTIES, LLC nor AY will accept another broker's registration of any potential buyer to whom AY 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 AY all written Evaluation Material and any other written material containing or reflecting any information in the Evaluation Material (whether prepared by AY 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 AY, and SOUTHWEST MEDICAL PROPERTIES, LLC. And shall be governed by the laws of the State of Arizona.

Sincerely,

Avison Young – Arizona, Ltd.



Julie Johnson, CCIM
Principal



Bret Isbell
Senior Vice President

AGREED AND ACCEPTED:

(Potential Buyer)

(Potential Buyer Broker)

By: _____

By: _____

Name: _____

Company: _____

Its: _____

Its: _____

Date: _____

Date: _____

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.