

CONFIDENTIALITY AGREEMENT AND NON-DISCLOSURE STATEMENT

The undersigned Prospective Investor ("Investor") is executing this Agreement as of _____, 20__, in connection with the distribution of certain confidential information relative to the possible retail/commercial development site (the "Development") offered by ("Owner"). Any and all information, including but not limited to, location, financial information, title reports, surveys, and other agreements, documents, materials and oral and/or written information with respect to the Property, whether delivered or made available concurrently with this Agreement or to be delivered in the future (collectively, the Confidential Information") shall be subject to the terms of this Agreement

The Investor acknowledges and agrees that the Confidential Information is strictly confidential and is intended solely for the Investor's limited use and benefit in determining whether the Investor desires to express any further interest in the acquisition and development of the Property.

With respect to the Confidential Information, the Investor agrees as follows:

1. **NON-DISCLOSURE.** Investor shall keep the Confidential Information permanently and strictly confidential, and not to disclose or divulge any Confidential Information to, or reproduce any Confidential Information for the benefit of any person or entity other than the Investor's employees, representatives, consultants, and agents who are actively and directly participating in the analysis of the Development, and in such cases only to the extent reasonably required for such analysis. The Investor also agrees to inform all such employees, representatives, consultants, and agents of the confidential nature of the Confidential Information, to provide them with a copy of this Agreement, to obtain their agreement to act in accordance with the terms and conditions of this Agreement, and to take such other action as may be reasonably necessary to cause such employees to comply with these confidentiality provisions. Investor is strictly prohibited from publishing any news release, public announcement, denial or confirmation with respect to the Development, this Agreement or any information about the Property. The Investor agrees to be fully responsible for any breach of this Agreement caused by such employees, representatives, consultants, and agents.

2. **LIMITATION ON USE.** Investor's use of the Confidential Information shall solely be for the purpose of evaluating the Property and the Development. If the Investor elects not to proceed with the Development, or if the undersigned is informed that the Property is no longer available for purchase or if the Investor is otherwise requested by the Owner to return the Confidential Information, the Investor will promptly return all Confidential Information (and all reproductions or destroy electronic copies thereof if any);

3. **INDEMNIFICATION.** Investor shall indemnify and hold harmless the Owner and its affiliates (and their respective directors, officers, partners, agents and employees) from and against all claims, actions, causes of action, damages, losses and liabilities (including without limitation, reasonable attorney's fees and expenses) arising out of or based upon any breach of this Agreement. The Investor further agrees to indemnify, defend and hold Owner harmless against any and all claims, damages, liabilities, costs or expenses arising in any way related to claims(s) by another broker, finder or similar

agent for commissions, fees or other compensation for bringing about a sale of the Property to the Investor if such claims(s) is based from dealings with the Investor.

The undersigned further understands, warrants and agrees that:

1. Nothing contained in the Confidential Information should be construed as a representation by any person as to the current condition or future performance of the Property. The Confidential Information speaks as of the date thereof and should not be deemed to imply that there has been no change in the condition of the Property since that date. Financial projections, if any, are provided for general reference purposes only, as they are based in part on assumptions about the general economy, competition, and other factors beyond the control of the Owner. Therefore, due to inherent limitations involved in predicting future events, actual cash flows, income and expense will differ from projections and/or from financial conditions in previous years, and the difference may be material.

2. Owner has endeavored to include in the Confidential Information those materials which Owner believes to be reliable and relevant for the purpose of the Investor's evaluation of the Property and the Development, but the Investor acknowledges that neither Owner nor any of its agents, representatives, or employees makes any representation or warranty, either express or implied, as to the accuracy or completeness of the Confidential Information.

3. The Confidential Information is being delivered or made available to the Investor with the understanding that the Investor will independently investigate all matters that the undersigned deems appropriate in evaluating the Property and the proposed Development.

4. The extent and irreparable nature of the damages that may result from a breach of this Agreement may make Owner's legal remedies for such a breach inadequate. Therefore, in the event of such breach or threatened breach of this Agreement, Owner shall be entitled to appropriate injunctive relief without proof of actual damages, in addition, and not in substitution for, any other remedy Owner may have.

5. All written Confidential Information and any copies thereof in the Investor's possession or the possession of the Investor's employees or agents, including, without limitation, that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the Investor, shall be returned to Owner promptly upon its request. All unwritten Confidential Information shall be held by the Investor and kept strictly confidential by the Investor and its employees, representatives, and agents pursuant to the terms of this Agreement in perpetuity.

6. This Agreement will be governed by the laws of the State of Michigan; and in the event of any suit or action or appeal therefrom to enforce this Agreement, the prevailing party shall be entitled to an award of its costs and attorney's fees.

7. Each person executing this Agreement in a representative capacity represents and warrants that he and/or she is authorized to sign this Agreement on behalf of the entity set forth below.

8. The Investor acknowledges that the Confidential Information would not have been furnished to the undersigned in the absence of this Agreement.

Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (i) information that has become generally available to the public other than as a result of a disclosure by or through the Investor or its employees, representatives, and agents; (ii) information that was available to the Investor on a non-confidential basis prior to its disclosure to the undersigned by the Owner; and (iii) information that becomes available to the Investor from a source not subject, to the best knowledge of the Investor after due inquiry, to any prohibition against disclosing the information to the undersigned. *Undersigned acknowledges that the location of the Property is Confidential Information.*

Brokers may not obtain the Confidential Information without first obtaining the signature of a qualified Prospective Investor.

PROSPECTIVE INVESTOR

Telephone: 480-367-9090

Fax: 480-367-9191

Company Name

By: _____

Print Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Kindly return the executed copy to:

Steven A Fried, Ltd.
SAF Investments
Steven Fried
Ronald Fried
Carissa DeLucia
PO Box 6166
Scottsdale, Arizona 85261