

**Confidentiality and Registration Agreement****RETURN INFORMATION**

To: Michael Chasse

Phone: 480-664-8833

email:mchasse@strategicassetsgroup.com

Property: Centerpoint of the Southwest, Casa Grande, AZ ("Property")

Receiving Broker: \_\_\_\_\_ ("Broker")

Broker's Prospective Buyer: \_\_\_\_\_ ("BPB")

Date: \_\_\_\_\_

This Confidentiality Agreement ("Agreement") by and between Casa Grande Mountain Ranch, LP, Chasse Real Estate and Financial Group, and Strategic Assets Group, LLC (respectfully "CGMR", "CRE", "SAG", or collectively "Us" or "We"), Receiving Broker ("Broker"), and Broker's Prospective Buyer (respectfully "Broker", "BPB", or collectively "You" or "Your") will confirm and govern our mutual understanding about CGMR's transfer to, and Broker's receipt and care of, Confidential Information regarding the Property listed above.

1. Confidential Information means all oral or written information, offering brochure, reports, documents, data, financial statements, forecasts, projections, market intelligence, surveys, diagrams, engineering reports or analyses, and other documents concerning the Property ("Offering Materials") obtained from Us. Offering Materials shall not include, and all obligations as to non-disclosure and non-use by the undersigned shall cease to any part of, such information to the extent that such information: (i) is or becomes public other than as a result of acts by the undersigned; (ii) can be shown it was already known to the undersigned at the time of its disclosure hereunder; (iii) is independently obtained by the undersigned from a third party having no duty of confidentiality to Us; (iv) is independently developed by the undersigned without use of any Information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process.

2. Confidential Information is being furnished solely in connection with BPB's consideration for the purchase of the Property (the "Purpose"). Confidential Information shall be treated with the same level of care as Your own Confidential Information and no portion of it shall be disclosed, copied, or distributed to others without the express written consent of Us, except to those of Your employees and agents whose knowledge of such information is required for You to evaluate the Property for the Purpose and who shall assume the same obligations as Us under this Agreement. The undersigned hereby assumes full responsibility for the compliance of their employees or agents to the terms of this Agreement. The undersigned further agrees that it will not interfere with any business of Us or the Property through the use of any Confidential Information acquired under this Agreement, and shall not use such information in any way other than for the Purpose.

3. We make no representations or warranties as to the accuracy or completeness of the information, or projections shared, or the condition of the Property in any manner. We expressly disclaim any and all liability for representations, expressed or implied, contained in, or omitted from the Offering Materials or any other written or oral communication transmitted to You or Your employees or agents in the course of Your evaluation of the Property. You agree that We nor any related party shall have any liability for any reason to You or any of Your representatives or related parties resulting from the use of the Offering Materials by any person in connection with the evaluation or sale of the Property. We are

under no obligation to notify or provide any further information to You or any related party if We become aware of any inaccuracy, incompleteness or change in the Offering Materials.

4. Broker is a real estate agent requesting Offering Materials on behalf of Broker's Prospective Buyer (BPB). If Broker registers BPB prior to distributing Offering Materials, complies with the terms of this Agreement, does not have an agreement with BPB to receive a commission from BPB, and a transaction with the Property is consummated (i.e. closes escrow) with said BPB, CGMR will pay Broker a brokerage commission per a separate agreement. Broker acknowledges that it must register and receive approval for each prospective buyer prior to submitting Offering Materials to same. Broker agrees not to send, offer, solicit, display or provide Offering Materials to any unregistered party not approved by Us. Broker shall immediately inform Us in writing if Broker has an agreement (oral or written) with BPB to be paid a commission by BPB. You shall indemnify and hold Us and our respective officers, directors, shareholders, partners, members, employees, agents and representatives and any affiliate, successor, or assign thereof (collectively, the "Related Parties"), harmless from and against any and all claims and expenses (including, but not limited to, court costs and attorney's fees) of any kind, nature or character relating to the Property by any agents or brokers (including RPB's Representative) (other than CRE or SAG) resulting from (i) any failure by You or any Related Party to disclose any relationship You may have with respect to any broker or other intermediary, (ii) any failure by You to pay any amounts claimed by any broker or other intermediary (including, without limitation, any Broker's amounts), (other than CRE or SAG), in connection with the marketing or sale of the Property and (iii) any breach or default hereunder by You and/or any deemed breach or default hereunder by any Related Party.

5. Should conversations cease, all Information shall be promptly returned or destroyed, as directed by Us.

6. You acknowledge that the Property has been offered for sale subject to withdrawal of the Property from the market at any time or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever.

7. The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to the execution of a transaction.

8. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof.

9. It is understood that CRE and SAG are principals of the Property and licensed real estate brokers in the State of Arizona. SAG is the exclusive representative of the seller (CGMR) and that all communication regarding the Property including its officers, directors, employees or Related Parties shall be performed through SAG unless otherwise expressly authorized by Us.

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**Property: Centerpoint of the Southwest, Casa Grande, AZ**

**BROKER CONTACT INFORMATION:**

Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Tel: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BROKER'S PROSPECTIVE BUYER:**

Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_