



CONFIDENTIALITY AND DISCLAIMER AGREEMENT

THIS CONFIDENTIALITY AGREEMENT FOR REVIEW OF PROPERTY ("Agreement") is made and agreed to by the person designated as the receiving party on the signature page hereof (the **"Receiving Party"**) and the person designated as the Receiving Party's Broker on the signature page hereof (the **"Receiving Party's Broker"**) for the benefit of Palomino Holdings Henderson LLC ("Seller"), Ellis, Bandt, Birkin, Kollins & Wong Corp, dba. Desert Radiology (Tenant) and COLLIERS NEVADA LLC DBA COLLIERS INTERNATIONAL ("Broker").

In consideration of the privileges granted to Receiving Party with respect to receiving certain confidential information, Receiving Party hereby agrees with the Seller as follows:

SECTION 1: Sale of Property, Confidential Materials.

The Seller is considering selling certain retail Property known as APN# 177-36-103-004 and located 2811 W Horizon Ridge Parkway Henderson Nevada (the **"Property"**). Receiving Party has requested from the Seller information related to the Property (**"Property Information"**), and the Seller is willing to provide Receiving Party with the Property Information for Receiving Party's use, provided that Receiving Party executes and delivers this Agreement as a condition to the release of the Property Information to Receiving Party. The Property Information (which contains the Marketing Brochure), together with any other written or oral information obtained by Receiving Party in connection with its review or inspection of the Property, is known collectively as the **"Confidential Materials"**.

Notwithstanding any of the above, this Agreement shall not apply to:

- (a) information or materials already known, or in the possession of Receiving Party obtained from third- parties other than Seller or Broker, provided that such information or materials was not obtained in breach of such third-party's contractual, legal or other duty of confidentiality.
- (b) information required to be disclosed by Receiving Party by law, regulatory or judicial process, provided that prior to any such disclosure Receiving Party will advise Seller and its counsel in writing of such requirement and will collaborate with Seller and its counsel regarding the nature and wording of any such disclosure.
- (c) information which becomes generally available to the public without breach of Receiving Party's obligations hereunder.

SECTION 2: Inspection of the Confidential Materials.

The Confidential Materials shall be received for use by Receiving Party only in accordance with the following:

- (a) Receiving Party shall keep the Confidential Material confidential and shall maintain appropriate safeguards with respect to the Confidential Materials to ensure its confidentiality. In addition, Receiving Party shall use the Confidential Materials solely for the purpose of evaluating the suitability of the Property for purchase by such Receiving Party. Receiving Party shall not use the Confidential Materials in any manner detrimental to Seller, Broker, any of their respective Representatives, the Property or any lender of Seller or Broker. Receiving Party shall not disclose the Confidential Materials to any person other than its directors, officers, partners, employees, advisors, accountants, attorneys, consultants, bankers and financial advisors (collectively, **"Representatives"**), and may only disclose the Confidential Materials to its Representatives on a "need to know" basis. Prior to delivery of any Confidential Materials to any Representative, Receiving Party shall require such Representative to execute a confidentiality agreement which will bind such Representative to the same restrictions, requirements and indemnities as set forth herein. Any disclosure or act by Receiving Party's Representatives which, if made by Receiving Party, would be a breach of the Agreement, shall also be a breach by Receiving Party of this Agreement.
- (b) Neither Receiving Party nor its Representatives shall make any reproduction of any of the Confidential Materials (other than handwritten summaries or notes or self-generated computer records) except for the express purpose of evaluating the Property for purchase.
- (c) Upon Seller's request, Receiving Party shall (and shall cause its Representatives to) promptly return all Confidential Materials and any other written material containing or reflecting any Confidential Materials that has been provided to or created by Receiving Party or its Representatives and will not retain any copies, extracts, or other reproductions in whole or in part of such written materials, including handwritten summaries, notes, or self generated computer records.

SECTION 3: Disclaimer of Representatives and Warranties.

Confidential Materials (including, but not limited to, reports prepared by third-parties) are for informational purposes only and may not be relied upon by Receiving Party or its Representatives for accuracy or completeness. Receiving Party and its Representatives may not rely upon conclusions or other data set forth in any Confidential Materials and shall have no recourse against Seller or its Representatives, including the preparers of such reports or other documents for any errors or omissions in such reports or documents. Receiving Party acknowledges that Seller makes no representation or warranty whatsoever, express or implied, with respect to the completeness or accuracy of any of Confidential Materials and Receiving Party is conducting its own review and investigation. Receiving Party hereby releases the Seller and Broker and the Seller's and Broker's respective Representatives, agents and brokers, from all claims, demands, causes of action, judgment, losses, damages, liabilities, costs, or expenses (including attorneys' fees whether suit is instituted or not) (collectively, "**Claims**") asserted against or incurred by Receiving Party by reason of the information contained in, or that should have been contained in, the Confidential Materials.

SECTION 4: Receiving Party's Acknowledgment of Disclaimer of Representatives and Warranties.

By executing this Confidentiality and Disclaimer Agreement, the Receiving Party acknowledges the following:

- (a) Neither the Seller nor Broker has made, does make, or will make any representation or warranty of any kind whatsoever, whether implied, express, or statutory, whether oral or written, regarding the Property; and the Seller and Broker have disclaimed any and all such representations and warranties; and the Receiving Party is not relying upon any such representation or warranty.
- (b) Receiving Party bears the sole responsibility to inspect the Property, review the Confidential Materials, and all other information disclosed by Seller, Broker, and their respective Representatives;

SECTION 5: Indemnification.

Receiving Party acknowledges, agrees and understands that Seller and Broker shall have no liability to Receiving Party resulting from the delivery to, or use by, Receiving Party or its Representatives of Confidential Materials or otherwise with respect thereto. Furthermore, Receiving Party shall defend, indemnify, and hold harmless the Seller, Broker, or their respective Representatives as a result of any violation of or failure to comply with the provisions of this Agreement by Receiving Party or its Representatives shall pay any losses or damages, incurred by seller or broker including legal expenses.

SECTION 6: Default.

In the event Receiving Party violates the provisions of this Confidentiality and Disclaimer Agreement, it will indemnify and hold Seller, Broker and their respective Representatives harmless from any loss resulting or sustained due to such breach, including any liability of Seller or Broker or their Representatives to third parties caused by such breach. This Agreement has been entered into for the benefit of Seller and Broker and it is understood that Seller and Broker may institute appropriate proceedings against Receiving Party to enforce its rights hereunder. Receiving Party further agrees that money damages may not be a sufficient remedy for the Seller and/or Broker due to a breach of this Confidentiality and Disclaimer Agreement by Receiving Party and that Seller and Broker shall be entitled to equitable relief including injunction and specific performance and all other remedies available to Seller/ or Broker at law or equity as a remedy for such breach.

SECTION 7: Consent Requirement.

Without the prior written consent of the Seller, neither Receiving Party nor its Representatives shall communicate (regarding the Property or the Seller) with (a) any management company retained by Seller to manage the Property (or any assets located thereon), (b) any tenant, subtenant, or other occupant of any asset located on the Property, (c) any lender (or any loan participant of any such lender) to the Seller, (d) any other third party, (e) any partner or member of Seller, or (f) any investor in Seller.

SECTION 8: Exclusive Authority

Receiving Party acknowledges that no third-party, including without limitation, Seller's and Broker's respective Representatives, is authorized or empowered in a way to bind Seller or the Property, to act or make any commitment on Seller's behalf, or to exercise or have control over Seller or the Property.

SECTION 9: Non-Binding Agreement.

Receiving Party agrees that Seller will not be under any legal obligation of any kind whatsoever to enter into any agreement or any kind of nature with respect to a sale of the Property and/or any interest therein to Receiving Party or any of its Representatives. Seller expressly reserves the right at its sole discretion to reject any and all proposals or expressions of interest in the properties and to terminate discussions with any party at any time with or without liability of any kind or nature.

SECTION 10: Expenses.

Receiving Party's review of the Confidential Materials shall be at its sole cost and expense and neither Seller nor Broker nor their respective Representatives shall have any liability for any costs or expenses incurred by Receiving Party or its Representatives.

SECTION 11: Brokerage Commissions.

Receiving Party and Receiving Party's Broker have been advised that Broker is acting on behalf of Seller only as exclusive broker in connection with the investment in the Property. Accept otherwise agreed to in writing through a separate agreement, Receiving Party agrees to pay all brokerage commissions, finder's fees, and other compensation to which any agent, broker, finder, or other person who may be entitled in connection with the sale of the Property if such claim or claims for commissions, fees or other compensation based in whole or in part on dealings with Receiving Party or any of Receiving Party's Representatives (except Colliers International whose compensation is payable by Seller); and Receiving Party agrees to indemnify and hold harmless Broker and Seller, their respective affiliates, successors and assigns, employees, officers, and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation from bringing about any sale of the Property to purchase if such claim or claims are based in whole or in part on dealings with Receiving Party or any of Receiving Party's Representatives.

SECTION 12: Partial Invalidity.

The parties understand that some of the provisions of this Agreement may, at some future time, be held unenforceable in whole or in part. It is the intention that all provisions of this Agreement are severable. If any clause of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that it is illegal, invalid, or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid, or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid, and enforceable, consistent with the intent of the parties.

SECTION 13: Miscellaneous

This Agreement represents the entire agreement among Receiving Party, Seller and Broker relating to the receipt and use of any Confidential Materials that Receiving Party may have obtained whether prior to or after the execution of this Agreement. All prior agreements on this subject matter, written or verbal, are superseded, void, and of no effect. All modifications to this agreement must be in writing. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power, or privilege hereunder. This Agreement will be binding on and inure to the benefit of the parties thereof and their respective successors and assigns. Receiving Party acknowledges that the Property is located in the State of Nevada and accordingly this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The venue for any dispute will be in State Court in Las Vegas, Nevada. The prevailing party shall be reimbursed for its costs, including attorney's fees.

Receiving Party has signed and delivered this Agreement as its own free act and deed on _____, 2015

Broker/Agent has signed and delivered this Agreement as its own free act and deed on _____, 2015

RECEIVING PARTY:

By: _____

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

RECEIVING PARTY'S BROKER:

By: _____

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____