

**Sperry Van Ness
Portland, Oregon**

CONFIDENTIALITY AGREEMENT

Re: Trails End Marketplace, Oregon City, OR 970045

The undersigned (“**Potential Purchaser**”) is evaluating the possible purchase of the property commonly known as Trails End Marketplace, located at 19721 Hwy. 213, Oregon City, OR.(the “**Property**”). Potential Purchaser has requested that Seller furnish it with information concerning the Property, which may include an offering memorandum, leases, documents, legal instruments, reports, surveys, brochures and other materials, and any discussions which are conducted between or among Potential Purchaser, its principals, employees, agents and representatives and Seller’s brokers, and their respective principals, employees and agents concerning the Property (collectively, the “**Due Diligence Material**”). Seller is prepared to furnish the Due Diligence Material to Potential Purchaser subject to the terms and conditions set forth below. Potential Purchaser hereby agrees as follows:

1. All Due Diligence Material furnished to Potential Purchaser by Seller or Seller’s Representative shall be provided only to Potential Purchaser and only for use and otherwise in accordance with the provisions of this agreement (“**Agreement**”). **Potential Purchaser agrees to study the due diligence material, and complete all necessary due diligence examinations, prior to submitting a Purchase Offer. The Potential Purchaser also agrees to use the Purchase Offer form that will be supplied to them as part of the due diligence material.**
2. Due Diligence Material shall not be duplicated without the prior written consent of Seller’s Representative and Seller and shall not be used by Potential Purchaser in any way detrimental to Seller or for any purpose other than evaluating a Proposed Transaction by Potential Purchaser. All Due Diligence Material may be disclosed to directors, officers and employees of Potential Purchaser and to Potential Purchaser’s legal counsel, architect, inspecting engineer, accounting firm, and other consultants, agents and advisors (all of whom are collectively referred to as “**Related Persons**”) who: (i) need to know such information for the purpose of evaluating a Proposed Transaction by Potential Purchaser, (ii) have first been directed to keep all such information in the strictest confidence and to use such information only for the purpose of evaluating a Proposed Transaction by Potential Purchaser, and (iii) have agreed to comply with and be bound by this Agreement to the same degree as the Potential Purchaser and to the same extent as if he or she were a party hereto.
3. The Due Diligence Material shall not be made available, nor shall the fact that discussions or negotiations are taking place concerning a Proposed Transaction by Potential Purchaser be disclosed, by Potential Purchaser or any Related Person to any person other than as permitted by Section 2, and neither Potential Purchaser or any Related Person shall discuss the Property without first obtaining Seller’s written consent. “Person” as used in this Agreement shall include, without limitation, any corporation, partnership, limited liability company, association or individual. Any disclosure of Due Diligence Material in violation of the terms of this Agreement made by any person who received the Due Diligence material, directly or indirectly, from Potential Purchaser or any Related Person shall be deemed made by, and shall be the responsibility of, Potential Purchaser.
4. **All Due Diligence Material will be available on the following Web Site: NNNinvestments.com After receiving the signed confidentiality agreement, the Potential Purchaser will be given a password, that will allow them to download all pertinent due diligence material. If the Potential Purchaser decides to not pursue the purchase, they agree to destroy all applicable files and documents they have downloaded.**
5. Potential Purchaser understands and acknowledges that neither the Seller’s Representative, Seller or any of their respective affiliates, partners, directors, shareholders, officers, employees or agents, makes any representation or warranty as to the truth, accuracy or completeness of the Due Diligence Material. Seller’s Representative and Seller expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Due Diligence Material or omissions from the Due

Diligence Material, or in any other written or oral communications transmitted or made available to Potential Purchaser.

6. Seller and Seller's Representative expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers as to any Proposed Transaction and/or to terminate discussions with any person at any time with or without notice.
7. Seller's Representative, Seller and their respective affiliates, partners, officers, directors, shareholders, employees, successors and assigns, shall be indemnified, defended and held harmless by Potential Purchaser from and against any and all claims, actions, causes of action, judgments, obligations, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of (i) any claim by any broker, finder or similar agent for commissions, fees or other compensation for bringing about any transaction with respect to the Seller's interest in the Property involving Potential Purchaser if such claim is based in whole or in part on dealings with Potential Purchaser or any of its representatives; or (ii) a breach of any of the obligations of Potential Purchaser set forth in this Agreement.
8. Potential Purchaser acknowledges that upon any breach of this Agreement, Seller or Agent would be irreparably and immediately harmed and could not be made whole by monetary damages alone. Accordingly, it is agreed that, in addition to any other remedy to which Seller or Agent may be entitled in law or equity, Seller or Agent shall be entitled to an injunction (without the posting of any bond nor proof of actual damages) to prevent breaches or threatened breaches of this Agreement and/or to compel specific performance of this Agreement, and that neither Potential Purchaser nor any Related Person will oppose the granting of such relief. In any action brought to enforce this Agreement, Seller or Agent shall be entitled to recover from Potential Purchaser all reasonable costs and expenses incurred by it in connection with such action, including, without limitation, attorneys' fees.
9. This Agreement shall inure to the benefit of and is binding upon the respective heirs, personal representatives, successors, and assigns of Seller and Potential Purchaser.
10. The laws of the State of Oregon shall govern this Agreement. Potential Purchaser agrees that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction sitting in the State of Washington. Potential Purchaser hereby irrevocably and unconditionally consents to the jurisdiction of any such court and hereby irrevocably and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection in venue with respect to any such action or proceeding any right of jurisdiction on account of the place of residence or domicile of any party thereto.
11. By signing below, the Potential undersigned warrants they have not dealt with or will deal with any other agents or brokers other than _____ of _____ in connection with the prospective purchase of the aforementioned property.

We accept and agree to the foregoing, and indicate so by signing and returning one copy of this Agreement to Seller.

Very truly yours,

By: _____
Potential Purchaser

Address: _____

Date: _____

Address: _____

City: _____ State: _____

PH #: _____

Fax # _____

E-mail _____

By: _____
Purchaser's Broker

Date: _____

Address: _____

City: _____ State: _____

Ph # _____

Fax # _____

E-Mail: _____