CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENT AGREEMENT

RE: Best Buy - 1550 Orchard Crossing, Benton Harbor, MI 49022

Information furnished to _____ and its affiliates ("Recipients") by **SELLER** and its affiliates (the "Owner") including but not limited to information regarding the above-referenced Project and/or its affiliates, its financial condition, property holdings, acquisitions and operation ("Confidential Information") shall be deemed confidential. Confidential Information shall not include any information which is generally available to the public or which becomes available to the Recipients on a non-confidential basis from a source that is or was under no obligation not to disclose such information.

Landmark Commercial Real Estate Services, Inc. (the "Broker") has been retained by the Owner to sell the 100% fee simple title of this asset. The Broker is the exclusive agent for the sale of this asset. The Broker has prepared the Property Information with information provided by the Owner.

In consideration of Owner's disclosure of the confidential information, the recipient shall not at any time, attempt in any manner to deal directly in any manner or circumvent Owner.

Unless otherwise agreed in writing or required by law, the Recipients will not use, disclose, or reveal any Confidential Information for any purpose other than in connection with the proposed transaction to any persons or entities other than those employees, officers, directors, bankers, advisors, representatives, or agents (collectively, "Representatives") who clearly need such access to perform their employment, fiduciary or contractual duties to the Recipient and to actively and directly participate in the evaluation of the Confidential Information. Additionally, Recipients shall not directly contact anyone directly associated with the Project without the express written consent of the Owner.

Recipients agree not to contact or initiate contact at any time for any purpose, either directly or indirectly the Project or any officers, directors, shareholders, lenders, consultants, attorneys, accountants, financial advisors, employees, representatives, agents or other affiliates of the Project, or any other property or properties whose identity was revealed through the efforts of any presenter, unless such approval is specifically granted in written form by the Owner on a case-by-case basis.

This agreement shall be governed by the laws of the Michigan, and in any action brought to enforce the terms hereof, Recipients hereby irrevocably consents to jurisdiction and venue in the Circuit Court for the County of Oakland, State of Michigan, or the United States District Court, whichever the Owner may elect. The invalidity or unenforceability of any provision of this agreement as applied to a particular occurrence or circumstance shall not affect the validity of or enforceability of any of the other provisions of this agreement or the applicability of such provisions as the case may be. This agreement shall inure to the benefit of and may be enforced by the Owner and its successors and assigns and shall be binding on the Recipients, its officers, directors, partners, agents, members, representatives and successors in interest. If any portion of this agreement becomes the subject of litigation or arbitration, the prevailing party in such suit or proceeding shall be entitled to reimbursement for its reasonable costs, expenses and attorney's fees incurred, including those incurred in connection with any appeals. A signed copy of this agreement delivered by facsimile transmission shall be binder on both parties.

This agreement shall remain in force for one (1) year from the date of execution and is to be applied to any and all transactions entered into by the undersigned, including follow-up repeat, extended or renegotiated transactions regardless of success of the Project.

ACCEPTED & AGREED:

The foregoing Confidentiality Agreement and terms and conditions contained therein are accepted and agreed to on this _____day of _____, 20____.

RECIPIENT / POTENTIAL PURCHASER:

Agreed to:

_____ _____
Signature Date

_____
Printed Name

_____
Company

_____
Address

_____
City, State

_____
Email

_____
Phone

RECIPIENT / RECEIVING BROKER:

Agreed to:

_____ _____
Signature Date

_____
Printed Name

_____
Company

_____
Address

_____
City, State

_____
Email

_____
Phone