

## CONFIDENTIALITY & NONCIRCUMVENTION AGREEMENT

Re: Irvington 19 Storage  
1760 W. Irvington Rd.  
Tucson, AZ 85746  
The "Property"

Attn: Bill Alter

Rein & Grosseohme Commercial Real Estate, LLC herein after referred to as R & G ("Broker") has presented to \_\_\_\_\_ ("Buyer") information concerning the Property described above. The undersigned, on behalf of the Buyer would like to explore possible opportunities in connection with the Property including but not limited to purchasing the Property. From the Owner ("Owner").

To assist the Buyer in reaching a decision concerning such possible opportunities, Broker has agreed to deliver to the Buyer certain Information that is either non-public, confidential, or proprietary in nature (The "Information"), including, but not limited to feasibility studies and other information of a financial nature, relating to the Property.

As used herein, the term "Information" shall be deemed to include, without limitation: (a) material provided both prior to or following the date hereof: and (b) all analyses, compilations, forecasts, studies or other documents prepared by the Broker, its agents, representatives, (including attorneys, accountants, and financial advisors) or employees which contain or otherwise reflect such Information.

Broker's delivery and the Buyer's use of the Information are subject to the terms of this letter as follows: Broker, directly or through its representatives, may deliver Information to enable the Buyer to evaluate the possible opportunities or acquisition of the Property. The Buyer shall accept and hold such Information in strict confidence in accordance with the provisions of this letter.

The Information will be kept strictly confidential and, without Owner's or Broker's prior written consent, the Buyer and/or its directors, officers, employees, agents and representatives shall not: (a) copy, reproduce, distribute or disclose the Information to any third party: (b) use the Information for any purpose other than in connection with evaluating the possibility of acquiring the Property or an interest in the Property: or (c) use the Information in any manner detrimental to the Property, Owner, or Broker. The Buyer also agrees to transmit the Information only to those individuals related to the Buyer who are actively and directly participating in the acquisition to the Property and who are informed of and who have agreed to comply with the terms of this letter and who are instructed not to make use of the Information in a manner inconsistent herewith. The Buyer shall be responsible for any breach of the terms of this letter by such individuals.

The Information shall not include Information which the Buyer can clearly demonstrate falls within any of the following categories: (a) Information which has come within the public domain through no fault or action of the Buyer or its representatives: (b) Information which was known to the Buyer on a non-confidential basis prior to its disclosure hereunder: or (c) Information which became rightfully available to the Buyer on a non-confidential basis from any third party, the disclosure of which to the Buyer does not violate any contractual or legal obligation said third party has with respect to such Information. In the event the Buyer does not make a written proposal concerning the Property or when requested by Broker, the Buyer shall immediately return or destroy (confirmed in writing) the Information, including all noted, copies, reproductions, summaries, analyses or extracts thereof, then in the Buyer's or its representative's

possession, either furnished by Broker hereunder or prepared by the Buyer or its representatives. Such return or destruction shall not abrogate the Buyer's continued obligations under this letter.

The Buyer will not disclose to any person or entity the fact that discussions, investigations, or negotiations are taking place concerning a possible transaction involving the Property or that the Buyer has requested the Information. In the event that the Buyer is requested or required (by interrogatories, requests for Information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, the Buyer shall provide Broker with prompt written notice so that it may seek a protective order or other appropriate remedy. In the event such protection or other remedy is not obtained, the Buyer shall furnish only that portion of the Information which the Buyer is advised by written opinion of counsel is legally required and shall exercise best efforts to obtain assurance the confidential treatment will be accorded to such Information. In the event disclosure of Information is required by Federal and/or state securities laws or regulations, the Buyer shall provide written notice of its intended disclosure to Broker for its approval, which may not be unreasonably withheld.

The Buyer will not solicit to hire any employee or representative of the Owner or Broker, unless express written permission to do so is obtained therefrom.

Except as may otherwise be expressly set forth in a separate definitive agreement(s) between the Owner and the Buyer, the Owner and its agents and representatives, including Broker, shall not be deemed to have made any representations or warranties as to the accuracy or completeness of the Information and shall not have any liability whatsoever to the Buyer (or its representatives) relating or arising in any manner from the Buyer's use of the Information.

It is understood that this letter does not constitute an agreement to sell the Property and does not obligate the Owner or Broker to enter into any further discussions or agreements.

The terms of this letter shall inure to the benefit of Broker, the Owner and their respective successors and assigns. Without prejudice to the other rights and remedies otherwise available at law or in equity, the Owner and its agents and representatives, including Broker, shall be entitled to equitable relief by way of injunction if the Buyer or any of its agents or representatives breach or threaten to breach any of the provisions of this letter.

The Buyer agrees to indemnify, defend and hold Broker and Owner harmless against all claims, losses and/or damages resulting from the Buyer's breach of the Agreement, as well as any breach thereof the Buyer's employees, representatives, agent or consultants.

It is understood and agreed that no failure or delay by the Owner or Broker 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 further exercise thereof or the exercise of any right, power or privilege hereunder. The terms of this letter shall be governed by and construed in accordance with the laws of the State of Arizona. The Buyer hereby irrevocably and unconditionally consents to submit to the exclusive Jurisdiction of the Courts of the State of Arizona, for any actions, suits or proceedings arising out of or relating to the terms of this letter and any transaction contemplated hereby (and the Buyer agrees not to commence any action, suit, or proceeding relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to the address set forth below shall be effective service of process for any action, suit, or proceeding brought against the Buyer in any such court. The Buyer hereby irrevocably and unconditionally waives any objection to the laying of venue if any action, suit or proceeding arising out of the terms of this letter or any transactions contemplated hereby in the courts located in the State of Arizona and hereby further irrevocably and

unconditionally waives and agrees not to plead or claim in any court that any such action, suit or proceeding brought in any such court has been brought in any inconvenient forum.

All negotiation to purchase the Property and all requests for Information or questions with regard to the Information shall be directed to Broker and shall not be made to the Owner or any of its representatives, nor shall contact be made with any lender who may hold a Note on the Property or anyone at the Property, including any tenant, Property manager or other employee, unless express authority to do so is given by the Broker or Owner.

This letter may be executed in two or more counterparts, each of which shall be deemed to be an original, not all of which shall constitute one of the same agreements.

The terms of this Agreement shall remain in full force and effect for a period of one (1) year from the date signed by Buyer below.

Please indicate your acceptance of and agreement to comply with the terms of this letter by signing in the space provided below and returning a copy to Bill Alter at [bill@rgcre.com](mailto:bill@rgcre.com). You may also send it by fax to 520-529-1322. We will then send you the property information.

Sincerely,  
Bill Alter  
Managing Director, Self Storage Group

Acknowledged and Agreed:  
This \_\_\_\_ day of \_\_\_\_\_, 2019

Buyer Signature: \_\_\_\_\_  
Please Print Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_