

CONFIDENTIALITY AGREEMENT

This AGREEMENT is made by the person or entity designated as the reviewer by signature below ("Reviewer") for the benefit of Wells Fargo Bank, N.A. successor-by-merger to Wachovia Bank, N.A. ("Seller").

Seller is offering certain loans ("the Loans") for sale. In connection with the sale of the Loans, the Seller has decided to permit the Reviewer to review and inspect documents, files and other information relating to the Loans ("the Confidential Information"). The Confidential Information may include economic, commercial marketing and financial information that is confidential and/or proprietary in nature. Therefore, the Seller is requiring the Reviewer to execute, deliver and obey this Agreement as a condition of its review and inspection of the Confidential Information.

In consideration of being granted the opportunity to review and inspection the Confidential Information, the Reviewer agrees as follows:

Section 1. Purpose. The reviewer agrees that its review and inspection of the Confidential Information shall be solely to conduct due diligence, on its own behalf, to determine whether to submit a proposal to purchase the Loans.

Section 2. Non-Disclosure and Use of Confidential Information.

- (a) The Reviewer agrees that, except as set forth below, the review and inspection of the Confidential Information shall be solely for the purpose stated in Section 1 hereof. The Reviewer understands that no photocopying or other form of reproduction of the Confidential Information will be permitted without consent of Seller. The Reviewer further agrees not to disclose any of the Confidential Information to any third party other than (i) its employees, officers, and directors and to (ii) its agents and representatives, including attorneys, accountants, equity partners, lenders and financial advisors (collectively the "Representatives"), who (A) have a need to know the Confidential Information and (B) have executed and delivered an acknowledgement agreeing to the confidential nature of this information.
- (b) The term "Confidential Information" shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Reviewer or any of its Representatives; or (ii) is required to be disclosed by the Reviewer due to governmental regulatory or judicial process.
- (c) Reviewer agrees that should Reviewer or any of its Representatives fail to comply with the obligations under this Agreement, Seller will suffer damages which may be difficult to quantify, e.g. loss of good will, business reputation or third party liabilities. In the event Reviewer and/or its Representatives breach this Agreement, Reviewer shall be liable to Seller for: (i) any actual damages sustained by Seller, or (ii) at Seller's election in lieu of other damages, and only in the event of gross negligence or willful breach hereof by Reviewer and/or its Representatives, the sum of \$50,000.00 as liquidated damages.

Section 3. Limited Access. The Reviewer shall inform each of its Representatives that receives any of the Confidential Information of the requirements of this Agreement and shall require each such Representative to comply with such requirements.

Section 4. Borrower Contact. The Review and/or Representatives agree not to knowingly communicate either directly or indirectly with any borrower, guarantor, property manager or management company, agent or lessee or any accountant or attorney of any of the foregoing with respect to the Loans, unless and until Reviewer closes with Seller on the purchase of the Loans.

Section 5. Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. This agreement may not be modified orally but only by a written agreement executed by Obligors and Bank and designated as an amendment or

modification of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, heirs, executors, administrators and personal representatives.

Section 6. Arbitration. Reviewer and Seller agree to submit to binding arbitration any and all claims, disputes and controversies between or among them, whether in tort, contract or otherwise (and their respective employees, officers, directors, attorneys, and other agents) arising out of or relating to in any way the Loans and related documents which are the subject of this agreement. Any arbitration proceeding shall proceed in Placer county, in the State of California, shall be governed by the Federal Arbitration Act, and all applicable State of California statutes of limitation, and shall be conducted in accordance with the California Arbitration Rules of the American Arbitration Association ("AAA"). Any arbitration proceeding shall be before a single arbitrator licensed to practice law in the State of California selected according to the Commercial Arbitration Rules of the AAA. The arbitrator shall decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are substantially similar to pre-hearing motions to dismiss for failure to state a claim or motions for summary adjudication. Discovery shall be permitted, but shall be subject to scheduling by the arbitrator, and any discovery disputes shall be subject to final determination by the arbitrator. The arbitrator shall award costs and expenses of the arbitration proceeding in accordance with the provisions of the Commercial Arbitration Rules.

IN WITNESS WHEREOF, a duly authorized representative of the Reviewer has executed this Agreement as of the date set forth below.

Date of Execution: _____

REVIEWER:

Name of Reviewer/Company: _____

By: _____

Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Wells Fargo Bank, N.A. / Wachovia Bank, N.A. – Borrower: Real Estate Holding Corporation, 5501 E. Washington St., Phoenix, AZ 85034