

Confidentiality Agreement

In connection with our possible interest in entering into a sale transaction (the "Transaction") with TURQUOISE VALLEY, INC. (the "Vendor"), the Vendor or Advent Commercial Real Estate Group O/A NAI Advent (the "Advisor") may furnish to us certain information concerning 1794 W Newell Street, Naco, Arizona, U.S.A. (the "Property") that is non-public, confidential or proprietary in nature.

As used herein, the following terms have the following meanings:

"Representatives" mean our advisors, real estate agents, clients, investors, financial advisors, attorneys, accountants and professional consultants retained in connection with the Transaction.

"Confidential Information" means information about the Property or the Transaction furnished by the Advisor or the Vendor to us, whether in oral, written or electronic form, together with all analyses, compilations, forecasts and studies prepared by us incorporating such information. The term "Confidential Information" does not include information (i) which was publicly known, or otherwise known to us, at the time of disclosure, (ii) which subsequently becomes publicly known through no act or omission by us or our Representatives, or (iii) which otherwise becomes known to us, other than through disclosure (a) by the Advisor or the Vendor, or (b) from a source actually known by us to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information.

We agree that we will hold in confidence and not disclose the Confidential Information, except (a) as may be required by law; and (b) to our officers, directors and employees, and our Representatives who have agreed to be bound by the terms of this Agreement.

Except with the prior written consent of the Vendor and the Advisor, we will not permit any of our Representatives to:

- (1) use any of the Confidential Information other than for the purpose of evaluating and completing the Transaction,

or

- (2) disclose to any person, other than in accordance with this agreement,
 - (a) any Confidential Information;
 - (b) that we have received the Confidential Information;
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(c) that we are considering the Transaction with the Vendor.

If we or any person to whom we have provided any Confidential Information in accordance with this agreement is requested pursuant to any legal process to disclose any of the Confidential Information, we will provide the Vendor and the Advisor notice to such effect and at the request of the Vendor or the Advisor will co-operate with the Vendor in seeking injunctive relief against the disclosure of such Confidential Information.

In the event of a breach or threatened breach of this agreement, the Vendor shall be entitled to an injunction restraining any such breach, in addition to any other rights or remedies they may have and we agree not to oppose such injunction application.

Except with the prior written consent of the Vendor and the Advisor, we will not contact or speak with any employees of the Vendor.

We acknowledge that any Representatives retained in connection with our consideration or completion of the Transaction will be representing our interests and all costs related to their service will be paid by us.

Upon termination of our consideration of the Transaction, or such earlier time as the Vendor or Advisor may request, we agree to return all Confidential Information to the Vendor, including copies of documents and extracts of Confidential Information produced by us or our Representatives, and we further agree that we will return to the Vendor or cause to be destroyed all other documents in our possession or in the possession of our Representatives containing Confidential Information.

The undersigned agrees that this letter supersedes all prior agreements and understandings relating to the Transaction and subject matter hereof. Unless and until definitive agreement between us and the Vendor with respect to any Transaction has been executed and delivered, neither we nor the Vendor will be under any legal obligation of any kind whatsoever with respect to such a Transaction.

We understand and acknowledge that neither the Advisor nor the Vendor (including their respective Representatives) makes any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, it being understood and agreed that only those particular representations and warranties made in connection with a definitive agreement when, as and if one is executed, shall have any legal effect.



Commercial Real Estate Services, Worldwide.

The obligations under this agreement shall expire one year after the last disclosure to us of Confidential Information by the Vendor or the Advisor.

This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

We understand and acknowledge that the Advisor is acting as agent for the Vendor.

Yours very truly,

By: _____ (Signature)

Name: _____

Company: _____

Title: _____

Address: _____

City / State: _____

Zip / Postal Code: _____

Phone: _____

Email: _____

Date: _____
