

Confidentiality Agreement



 **CUSHMAN &
WAKEFIELD**

PACIFIC
COMMERCIAL REALTY ADVISORS

**687 BLUE LAKES BLVD. NORTH
TWIN FALLS, ID 83301**

Cushman & Wakefield Pacific has been engaged as the exclusive marketing team to the Seller in connection with Seller's solicitation of offers for the purchase of the building and land known as Chipotle - Blue Lakes, 687 Blue Lakes Blvd. North, located in the City of Twin Falls, County of Twin Falls, State of Idaho (the "Property"). Prospective purchasers are advised that as part of the solicitation process, Seller will be evaluating a number of factors including the current financial qualifications of the prospective purchaser. Seller expressly reserves the right in its sole and absolute discretion to evaluate the terms and conditions of any offer and to reject any offer without providing a reason therefore. Further, Seller reserves the right to terminate the solicitation process at any time prior to final execution of the Purchase Agreement.

The information contained in this Offering is confidential and furnished solely for the purpose of a review by a prospective purchaser of the Property, and it is not to be used for any other purpose or made available to any other person without the express written consent of Seller or Cushman & Wakefield Pacific. The material is based in part upon information supplied by the Seller and in part upon financial information obtained by Cushman & Wakefield Pacific from sources it deems reasonably reliable. Summaries of any documents are not intended to be comprehensive or all-inclusive, but rather only outline some of the provisions contained therein and qualified in their entirety by the actual document to which they relate.

No representation or warranty, expressed or implied, is made by the Seller, Cushman & Wakefield Pacific, or any of their respective affiliates as to the accuracy or completeness of the information contained herein. Prospective purchasers should make their own projections and form their own conclusions without reliance upon the material contained herein and conduct their own due diligence, including engineering and environmental inspections, to determine the condition of the Property and the existence of any potentially hazardous material located at the Property site.

A prospective purchaser's sole and exclusive rights with respect to this prospective transaction, the Property, or information provided herein or in connection with the sale of the Property shall be limited to those expressly provided in an executed Purchase Agreement and shall be subject to the terms thereof. In no event shall a prospective purchaser have any other claims against Seller or Cushman & Wakefield Pacific or any of their affiliates or any of their respective officers, directors, shareholders, owners, employees, or agents for any damages, liability, or causes of action relating to this solicitation process or the marketing or sale of the Property.

Prospective purchasers are not to construe the contents of this Offering or any prior or subsequent communication from Cushman & Wakefield Pacific or Seller or their affiliates or any of their respective officers, directors, shareholders, owners, employees, or agents as legal, tax, or other advice. Prior to submitting an offer, prospective purchasers should consult with their own legal counsel and personal and tax advisors to determine the consequences of an investment in the Property and arrive at an independent evaluation of such investment.

POTENTIAL PURCHASER:

please fill out and return to: andrea.nilson@paccra.com or fax to: 208.287.9501 to receive Financial & Supporting Documents

By: _____

Print Name: _____

Title: _____

Date: _____

Company: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____