



GREAT AMERICAN LOAN SALE ADVISOR

CONFIDENTIALITY AGREEMENT

The undersigned person or entity ("Reviewer") has expressed an interest in obtaining additional information relating to certain loan(s) (the "Loan(s)") which have been posted to the online trading platform located at www.galoansaleadvisors.com in order to assist Reviewer in its evaluation of the purchase of such Loan(s).

In consideration of being given the opportunity to review the Confidential Information (as hereinafter defined), Reviewer agrees, on behalf of itself, its affiliates, and each of their respective directors, officers, employees, attorneys, accountants, advisors and agents (collectively, the "Recipients" and individually a "Recipient"), to treat confidentially all Confidential Information which it obtains from www.galoansaleadvisors.com and Great American Loan Sale Advisors, Inc., its affiliates or any of their respective directors, officers, employees, attorneys, accountants or agents (collectively, "Great American Loan Sale Advisors").

The term "Confidential Information" shall mean all documents, files and other information (in whatever form, including computer memory), including, without limitation, analyses, compilations, studies, marketing and financial information, furnished to or permitted to be reviewed by Recipients, together with any documents or records prepared by Recipients which contain or otherwise reflect or are generated from such documents, files and other information. The term "Confidential Information" as used herein does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by Reviewer or any other Recipient, or (ii) becomes available to Reviewer on a non-confidential basis from a source other than Great American Loan Sale Advisors, provided that such source is not required to keep such information confidential by law, a confidentiality agreement with Great American Loan Sale Advisors or otherwise. A Recipient may disclose Confidential Information to the extent it is lawfully required to be disclosed pursuant to law or legal process; provided, however, that in the event Reviewer or anyone to whom Reviewer transmits the Confidential Information pursuant to this Agreement is requested or becomes legally compelled to disclose any of the Confidential Information, prior to such disclosure, Reviewer will provide Great American Loan Sale Advisors with prompt written notice so that Great American Loan Sale Advisors may seek (with Reviewer's cooperation, if so requested by Great American Loan Sale Advisors) a protective order or other remedy and/or waive compliance with the provisions of this Agreement.

Reviewer agrees that it will use the Confidential Information only for the purpose of its own (and not as an agent, representative or broker of any undisclosed party) evaluation of its proposed purchase of the Loan(s), and for no other purpose. Reviewer agrees that the Confidential Information will (a) not be used by any Recipient other than in the evaluation of a possible purchase, (b) be kept confidential by the Recipients, and (c) be disclosed only to Recipients who (i) need to know such Confidential Information for the purpose of Reviewer's evaluation, and (ii) have agreed to be bound by the terms of this Agreement. Reviewer agrees that such Recipients shall be informed by Reviewer of the confidential nature of the Confidential Information, shall be directed by Reviewer to treat such Confidential Information confidentially and, in any event, Reviewer shall be responsible for any disclosure by any Recipient contrary to the terms hereof.

Reviewer acknowledges that the Confidential Information provided to Reviewer is provided for information purposes only and that the Confidential Information provided has been obtained from various sources, and, while assumed to be true, correct and reliable, Great American Loan Sale Advisors makes no warranty or representation of any kind, express or implied, as to the accuracy or comprehensiveness of any of the information contained within the Confidential Information. Reviewer acknowledges that, as to all matters addressed in the Confidential Information, Reviewer shall rely exclusively upon its own independent investigation, assessments, and judgments and expressly disclaims any reliance upon the Confidential Information or the truth, accuracy or



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completeness of any information given or statement made by Great American Loan Sale Advisors or any of its employees or agents.

Without the prior written consent of Great American Loan Sale Advisors, neither Reviewer nor any Recipient shall communicate with any person that is an obligor, debtor or guarantor under the Loan(s) or any tenant, property manager or other person having rights or responsibilities with respect to the property and improvements relating to any Loan(s), nor shall Reviewer or any Recipient make any public disclosure regarding the subject of this Agreement. By execution of this Agreement, Reviewer agrees that it will not contact directly, nor solicit directly the purchase or sale of any Loan(s) from the entity which actually owns the Loan(s).

Reviewer shall be liable to Great American Loan Sale Advisors for any breach of this Agreement by any Recipient and agrees to indemnify Great American Loan Sale Advisors, and to hold Great American Loan Sale Advisors harmless from all liabilities, losses, costs and expenses (including fees and disbursement of counsel) arising out of any breach of this Agreement by any Recipient. Recipient acknowledges that Great American Loan Sale Advisors will suffer irreparable harm if any Confidential Information is disclosed other than as expressly permitted herein and, without limiting any remedies available to Great American Loan Sale Advisors, Reviewer agrees that Great American Loan Sale Advisors shall be entitled to specific performance of this Agreement and injunctive relief. No forbearance, failure or delay in exercising any right, power or remedy shall operate as a waiver thereof or preclude its further exercise.

Upon Great American Loan Sale Advisors' request at the conclusion of the purchase of the Loan(s), except with regard to the Loan(s) Reviewer has purchased, Reviewer shall, and shall cause each Recipient to, return promptly to Great American Loan Sale Advisors or destroy all written or tangible Confidential Information in its possession relating to other loan(s) not purchased by Reviewer (in whatever form, including all copies, extracts, studies, compilations, computer discs, computer memory and notes) and shall certify upon request to Great American Loan Sale Advisors in writing that it has done so.

This Agreement represents the entire agreement of Reviewer for the benefit of Great American Loan Sale Advisors relating to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by Recipients. This Agreement supersedes all other understandings and agreements relating to the subject matter hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of California and Reviewer consents to the jurisdiction of the federal and state courts located therein.

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

“REVIEWER”

[Insert complete name of entity represented]

By: _____

Printed Name: _____

Title: Address: _____

Telephone: _____

Facsimile: _____

Date: _____