

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”), is entered into as of (“Effective Date”), by and between **Kidder Mathews of California Inc.** (“Provider”) and _____ (“Recipient”) in order to record the assurance by the Recipient to maintain the confidentiality of certain proprietary or confidential information owned or possessed by the Provider, which may be disclosed by the Provider to the Recipient in order for the Recipient to evaluate a potential transaction with the Owner and/or Lender of _____ (“Opportunity”), to which the Confidential Information relates (“Evaluation”). This Agreement does not represent any obligation to proceed with any business transactions between Provider and Recipient. FOR GOOD AND VALUABLE CONSIDERATION, the parties hereby agree as follows:

1. Confidential Information.

a. As used in this Agreement, the term “**Confidential Information**” means any information, material, data, knowledge, professional secrets or know-how (in whatever form or medium or however communicated) concerning the Provider, and each of their subsidiaries and affiliates or their respective businesses and operations disclosed or provided, directly or indirectly, by the Provider to the Recipient or any representative or agent of Recipient, whether prior to the execution of this Agreement or hereafter, and includes all summaries, reports, notes, analyses or other documents (in whatever form or medium and however communicated) containing, based on, or reflecting any of the foregoing.

b. Confidential Information includes, but is not limited to financial data, real estate property data, real estate property financial data, employee or agent data, processes, marketing and business plans, computer programs, budgets, unpublished financial statements, information relating to customers, customer and supplier lists and access codes.

c. Confidential Information does not include information or material of any nature, whether or not obtained pursuant to legal process or court order: (i) which was lawfully in the possession of Recipient prior to disclosure of such information by the Provider; (ii) which was, or at any time becomes, available in the public domain other than through the act or omission of Recipient; (iii) which is documented by Recipient as having been developed by it independently; or (iv) which is furnished to Recipient by a third party having a right to do so.

2. Restricted Use

a. Recipient will use the Confidential Information for the sole purpose of the Evaluation. Recipient acknowledges that Confidential Information supplied by or on behalf of the Provider is the property of the Provider and the Recipient shall acquire no right, title or interest to such Confidential Information.

b. Recipient and each Authorized Recipient (as defined below) will keep all Confidential Information confidential and will not disclose any Confidential Information, in whole or in part, in any manner whatsoever to any person or entity for any reason whatsoever, except that: (i) the Confidential Information may be disclosed to any of Recipient’s directors, officers, employees, agents and advisors (hereinafter referred to as “**Authorized Recipients**”) who need to know such information for the sole purpose of the Evaluation (it being understood that each such Authorized Recipient shall be informed by Recipient to treat such information confidentially, and Recipient shall be responsible for any breach of this Agreement by any such Authorized Recipient); (ii) any disclosure of the Confidential Information may be made to a person other than an Authorized Recipient with the Provider’s prior written consent; and (iii) any disclosure of the Confidential Information may be made as required by law or regulatory authority after compliance with Section 3 below.

3. Legal Process. In the event that Recipient or anyone to whom Recipient transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose all or any portion of the Confidential Information, Recipient will provide the Provider with prompt notice thereof, so that the Provider may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Recipient or the recipient of the Confidential Information will furnish only that portion of the Confidential Information that is legally required and Recipient will exercise its reasonable efforts to obtain reliable assurance that confidential treatment will be afforded such portion of the Confidential Information.

4. Return of Confidential Information. The Confidential Information and all copies thereof will be returned by Recipient to the Provider, and Recipient shall not retain any copies thereof, within ten (10) days of either party's decision not to continue the Evaluation or at the termination of the Evaluation. Any compilations or documents prepared by Recipient in whole or in part on the basis of the Confidential Information will be destroyed by Recipient upon return of the Confidential Information. Such destruction will be confirmed by Recipient to the Provider in writing at the Provider's request.

5. Enforcement. Recipient understands and agrees that, because of the unique nature of the Confidential Information, monetary damages may not be suitable to compensate the Provider if Recipient fails to comply with the terms of this Agreement and the Provider shall therefore also be entitled, without the requirement of posting a bond or other security, or by posting bond at the lowest amount required by law, to equitable relief, including injunctive relief, temporary injunctive relief and specific performance. Any action by the Provider seeking injunctive relief to enforce the terms of this Agreement would be in addition to any other remedies available to the Provider at law or in equity. If litigation should arise concerning the interpretation of or performance in connection with this Agreement, the prevailing party shall recover from the losing party in any trial or appellate court such reasonable attorney's fees and costs as shall be determined by the court.

6. No Waiver or Assignment. Nothing in this Agreement shall constitute a waiver, assignment or license of any patent, patent application, copyright, trade secret, trademark, or other intellectual property rights in the United States or any other area or nation. Recipient shall not use or register any mark, name or other product designation identified by the Provider.

7. No Representations. Neither party nor its directors, officers, managers, employees, agents or advisors makes any representation as to the accuracy or completeness of the Confidential Information, except as may be later provided in a definitive agreement between the parties. Neither of the parties nor its directors, managers, officers, employees, agents or advisors shall have any liability resulting from the use of or reliance upon the Confidential Information by Recipient except as may be provided for in a definitive agreement between the parties. The delivery of the Confidential Information shall not constitute an offer or result in any obligations or liabilities on behalf of either party hereto with respect to any agreements involving the Evaluation except as otherwise provided herein.

8. Term. Recipient and its Authorized Recipients will continue to be bound by the terms of this Agreement for a period of two (2) years from the date hereof notwithstanding the return or destruction of the Confidential Information.

9. Entire Agreement, Governing Law and Amendment. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. No term hereof shall be construed to limit or supersede any other right or remedy of the Provider under applicable law with respect to the protection of trade secrets or otherwise. If any provision of this Agreement is held to be invalid or unenforceable to any extent in any context, it shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the

remainder of this Agreement shall not be affected thereby. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. This Agreement may only be amended or modified in writing signed in advance by both parties. Neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferable by any party hereto to any third party, including any subsidiary, without obtaining the prior written consent of the other party hereto. Any attempted assignment or transfer made in contravention of this section shall be null and void. This Agreement shall be binding on the parties and their successors and permitted assigns. This Agreement may be executed in one or more counterparts, by original or facsimile signature or by or through such other electronic form in which a party may place or evidence its signature hereon, and all of such copies together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the Effective Date.

PROVIDER: Kidder Mathews of California Inc.

RECIPIENT:

BY:

BY:

NAME:

NAME:

ITS:

ITS:

DATE:

DATE:

ADDRESS:

ADDRESS: