

## CONFIDENTIALITY AGREEMENT

**1100 S Mooney Blvd, Visalia, CA 93277**

The undersigned "Potential Purchaser" are interested in obtaining information regarding the property known as **1100 S Mooney Blvd, Visalia, CA 93277** (the "Property") in order to evaluate the possible acquisition (the "Proposed Transaction") of the Property by Potential Purchaser. The Owner of the Property has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Kidder Mathews (the "Listing Broker"). Registered Potential Purchaser acknowledges that registered potential purchaser is a principal in connection with the purchase of the Property. Registered Potential Purchaser hereby agrees that registered potential purchaser will not look to any of the Seller Parties for any commissions, fees, or other compensation in connection with the sale of the Property. By accepting this Agreement and the Evaluation Materials (as hereinafter defined), Potential Purchaser hereby agree as follows:

1. Confidentiality. Any information with respect to the Property (collectively, the "Evaluation Materials") provided to Potential Purchaser by Owner, Owner's Representative and/or Listing Broker and/or any of their respective consultants, agents or employees (collectively, the "Seller Parties") will be used solely for the purpose of evaluating the possible acquisition of the Property by the undersigned Potential Purchaser and will not be used or duplicated for any other purpose. Potential Purchaser shall keep all Evaluation Materials strictly confidential; provided, however, that such Evaluation Materials may be delivered to such persons or entities who because of their involvement with the Proposed Transaction need to know such information for the purpose of giving advice with respect to, or consummating, the Proposed Transaction (all of whom are collectively referred to as "Related Parties"). Any such Related Parties shall be informed by Potential Purchaser of the confidential nature of such information and shall be directed by Potential Purchaser (and Potential Purchaser shall cause such Related Parties) to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement. Potential Purchaser will not communicate with tenants of the Property without the prior written consent of Owner or Owner's Representative.

2. No Disclosure. Potential Purchaser shall not (i) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property by Potential Purchaser or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Property with any other person or entity (including tenants) except for Owner, Owner's Representative and Listing Broker, except as may be expressly permitted elsewhere in this Agreement and, in such case, only in strict accordance with the provisions hereof. In the event that any Potential Purchaser or Related Parties become legally compelled to disclose all or any part of the Evaluation Materials, will provide Owner's Representative with prompt written notice so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Potential Purchaser acknowledges that damages may be inadequate to protect against breach of these provisions and therefore agrees in advance to the granting of injunctive relief as

described above in Owner's favor without proof of actual damages, in addition to any other remedies available at law or in equity. In the event that such protective order or other remedy is not obtained, or that Owner waives compliance with the provisions of this Agreement, in such instance, Potential Purchaser will furnish only that portion of the Evaluation Materials which is legally required and will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Evaluation Materials. Potential Purchaser shall reimburse Seller Parties for all costs and expenses, including reasonable attorneys' fees incurred by Seller Parties in successfully enforcing Potential Purchaser's obligations under this Agreement.

3. No Representations by Seller Parties. None of Seller Parties make any representations or warranties as to the accuracy or completeness of the Evaluation Materials or that actual results will conform to any projections contained therein. Owner, Owner's Representative and Listing Broker expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Evaluation Materials, or in any other written, oral or other communications transmitted or made available to Potential Purchaser by Seller Parties, including, without limitation, computer disks containing files with financial data or projections.

4. No Obligation. Owner is under no legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this Agreement, the delivery of any Evaluation Materials, any discussions concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto.

5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which is applicable to contracts made and to be performed wholly within California.

6. Attorneys' Fees. In the event of a dispute arising out of or related to this Agreement, the prevailing party shall be entitled to its costs, including attorneys' fees.

ACCEPTING PARTIES:

Ken McLeod	Alex Vasquez	Patrick Ylagan
310.550.2515	818.867.9036	310.550.2603
Lic. 01181838	Lic. 01219504	Lic. 2024663

Date: \_\_\_\_\_

**Buyer Broker:**

**Buyer:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_