

CONFIDENTIALITY AGREEMENT

*Name of Property _____

By executing this agreement where indicated below, you hereby agree that any and all information ("Confidential Information") delivered to and / or obtained by you in connection with (*Property named above) is confidential and that you will not disclose, directly or indirectly, any of its contents to any other entity or person without written authorization from the applicable Portfolio property owner ("Owner") or its broker, RE/MAX Commercial & Investment Realty.

In the event that this agreement is being executed by a real estate broker ("Broker"), only the Broker's registered party ("Party") may be presented with the Confidential Information provided that such Party is informed and agrees to strictly abide to the terms of this agreement. Broker will indemnify Owner and RE/MAX Commercial & Investment Realty from any Party breach or violation of the terms of this agreement.

You also agree (i) that you will not use any Confidential Information in any manner detrimental to the interests of Owner or RE/MAX Commercial & Investment Realty, (ii) that except as may otherwise be agreed in writing, neither Owner nor RE/MAX Commercial & Investment Realty makes any representation or warranty as to the accuracy or completeness of the Confidential Information, and (iii) that neither Owner, RE/MAX Commercial & Investment Realty nor their respective representatives shall have any liability under this agreement or on account of any information supplied to you for any cause or reason whatsoever. No party is entitled to rely on the accuracy or completeness of the Confidential Information and you agree to rely solely on your own independent investigation analysis appraisal and evaluation of the facts and circumstances in connection with the Portfolio and any acquisition thereof. Owner may discontinue the marketing of the Portfolio at any time for any reason or no reason in Owner's sole discretion and without notice and is under no obligation to sell.

This agreement is being executed for the benefit of RE/MAX Commercial & Investment Realty and Owner. Forwarding, transmitting and/or duplicating the Confidential Information is strictly prohibited. This agreement shall be governed and construed in accordance with the laws of the State of California, and may not be changed, waived or terminated orally and shall be binding upon the parties and their successors or assigns.

The term of this Agreement will be for eighteen (18) months. In the event of any breach of this Agreement, RE/MAX Commercial & Investment Realty in addition to any other remedies at law or in equity that they may have, will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. If Purchaser is in agreement with the foregoing, please sign and return by fax one copy of this Agreement to RE/MAX Commercial & Investment Realty, which will constitute an Agreement of Purchaser with RE/MAX Commercial & Investment Realty and with respect to the subject matter hereof.

AGREED TO AND ACCEPTED BY:

Principal/Registered Party: _____

Broker/Agent Name: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Signature: _____

Date: _____

ATTN: Jim Gallagher, Vice President
RE/MAX Commercial & Investment Realty
23740 Hawthorne Blvd., 2nd Fl, Torrance, CA 90505
Telephone: 310-802-2522 Fax: 310-802-2560
E-Mail: jgallagher@remaxcir.com