

CONFIDENTIALITY AGREEMENT

Kidder Mathews (“Broker”) has been retained by Murrieta Hobie Circle Partners, LLC (“Owner”) of the property located at 26820 Hobie Circle, Murrieta, CA 92562 (the “Property”), to act as the exclusive representative of Owner in connection with a potential sale of the Property. Broker understands that _____ (the “Investor”) desires to explore the possibility of purchasing the Property. Broker has available for the Investor’s review certain information concerning the financial aspects as well as physical condition and other related data pertaining to the Property (collectively the “Information”). Investor acknowledges and agrees that Broker will not make such Information available to it unless Investor has executed this letter and thereby agrees to be bound by its terms. On behalf of the Owner, Broker is prepared to provide the Information for Investor’s review subject to the conditions set forth below:

1. All Information relating to the Property which may be furnished to Investor by Broker shall be deemed to be confidential and proprietary and shall continue to be the property of the Owner. The Information will be used by Investor solely for the purpose of evaluating the Investment, and (except as permitted pursuant to section 3, below) may not be copied or duplicated without Broker’s consent. The Information must be returned to the Owner immediately upon request. Such return shall not abrogate the Investor’s continuing obligations under this Agreement. As used herein, “Information” shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Investor or its Investor Representatives in violation of this agreement or any agreement which Investor may have with any of the other owners of the Property, or (b) was or becomes available to Investor on a non-confidential basis from a person (other than the Owner) who, to the best knowledge of the party receiving such information, is not bound by a confidentiality obligation to the Owner, any of its representatives, or any other person with an interest in the Property.
2. Neither Investor nor Investor Representatives (as defined below) shall, directly or indirectly, make contact with anyone at the Property, including any tenant or other occupant, unless express written authority to do so is given by the Owner or Broker.
3. Investor shall not make any Information available or disclose any of the contents thereof to any person without the prior written consent of the Owner, through Broker or otherwise; provided, however, that the Information may be copied and so disclosed to partners, affiliated entities, directors, consultants, advisors, employees, accountants, legal counsel and institutional lenders (collectively, “Investor Representatives”) who need to know such information for the sole purpose of evaluating the potential acquisition of the Investment by the Investor. The Investor Representatives shall be informed by Investor of the confidential nature of the Information and shall be directed by Investor to keep all Information strictly confidential in accordance with this Agreement. Investor shall advise Broker in writing of the identity of any Investor Representatives to whom Information is disclosed. This Agreement is specifically binding on Investor’s real estate broker, if any, identified in the signature block below.
4. In the event that Investor or any other Investor Representatives are required by applicable law, regulation or legal process to disclose any of the Information, Investor shall notify Broker and the Owner promptly so that the Owner may seek a protective order, injunction or other appropriate remedy or, in its sole discretion, waive compliance with one or more of the terms of this letter Agreement. In the event that no such protective order or other remedy is obtained, or that the Owner expressly waives compliance with one or more of the terms of this Agreement, Investor and/or the Investor Representatives will furnish only that portion of the Information that the

Investor and/or the Investor Representatives is advised in writing by counsel is legally required, and the Investor and/or the Investor Representatives will use reasonable and diligent efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

5. Investor acknowledges that it is a principal or acquisition advisor and not an agent of or acting on behalf of any other party in connection with the potential acquisition of the Investment or the Property, and agrees not to look to Broker or to the Owner for any brokerage commissions, finder's fees or other compensation in connection with the acquisition of the Investment or the Property. Investor acknowledges that in connection with the contemplated transaction each party agrees to indemnify the other from and against all brokerage commissions, finder's fees and/or any other compensation resulting from acts or omissions of the indemnifying party.
6. Neither Broker nor the Owner make any representation or warranty as to the accuracy or completeness of the Information, or whether the Information includes all information relevant to the Investor's investigation of the Property. Investor agrees that neither Broker nor the Owner shall have any liability to Investor resulting from the use of the Information by Investor. The Information may contain certain documents that are described in summary form. The summaries do not purport to constitute either a legal analysis of the provisions of the documents or to be complete, accurate descriptions of the full documents involved. The Investor is expected to examine all original documents independently.
7. Investor agrees to indemnify, defend and hold Owner and Broker and their employees, officers, managers, consultants, agents and advisors ("Indemnified Parties") harmless from any claims, liabilities, damages, losses, costs and expenses (including attorneys' fees and costs) incurred by an Indemnified Party as a result of the use or disclosure of Confidential Information by Investor or Investor Representatives, other than as expressly permitted by this agreement. No forbearance, failure or delay in exercising any right or remedy shall be deemed a waiver thereof.
8. The Owner specifically reserves the right, in its sole discretion, to reject or decline any offers, regardless of price and terms.
9. This agreement shall be governed by, and construed in accordance with, the laws of California.

AGREED AND ACCEPTED:

Investor:

Name:

Title:

Date:

Investor Representative:

Name:

Title:

Date:
