

CONFIDENTIALITY AGREEMENT

TO: **JJW Capital Partners, Inc. with its address being 790 The City Drive South, Suite 100, Orange, CA 92868**

This agreement ("Agreement") is made between JJW Capital Partners, Inc. ("JJW") and _____ ("Acquirer") regarding the property knows as 601-675 N. Broadway, Escondido, CA 92025 commonly known as Country Corners Shopping Center (the "Property").

Acquirer is notifying JJW that the following brokerage company and salesperson is Acquirer's representative in this matter.

Salesperson: _____ Brokerage Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____



(If checked) I, the Acquirer, am acting as a principal without a broker or broker's participation.

Acquirer has requested information from JJW for the purpose of evaluating a purchase of the Property (collectively, "Information").

THE PARTIES OF THIS AGREEMENT AGREE TO THE FOLLOWING:

1. Acquirer, Acquirer's broker/agent, or any representative of Acquirer, will not disclose, permit the disclosure of, release, disseminate, or transfer any Information obtained from JJW and hereunder to any third party.
2. This Agreement applies to all Information received from JJW, now or in the future, which is not readily available to the general public. Acquirer understands that all Information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to the owner of the Property ("Owner") and JJW.
3. All Information shall be used for the sole purpose of evaluating the potential purchase of the Property and shall not at any time or in any manner be used for any other purpose.
4. Acquirer, Acquirer's broker/agent, or any representative of Acquirer, shall not contact directly or indirectly any persons concerning the Property, other than JJW, without JJW's written permission. Such persons include, without limitations, Owner, Owner's employees, Owner's lenders pertaining to Property, Property suppliers and vendors, and Property tenants.
5. Neither JJW nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any Information provided by them. Acquirer assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights or recourse against Owner and JJW pertaining the Information received.
6. The person signing this Agreement below represent that they have full authority to bind the Acquirer to this Agreement and assumes full responsibility for any action of Acquirer, Acquirer's broker or salesperson or any representative of Acquirer that may pertain to a breach of this Agreement.
7. This Agreement shall be binding and governed in accordance with the laws of the State of California where any legal actions pertaining to this Agreement will be brought if necessary.

Acquirer: _____

Address (no P.O. Box): _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Acquirer (Company Officer if Applicable - Print Name and Title): _____

Acquirer Signature: _____ Date: _____

JJW (JJW Capital Partners, Inc.): _____ Date: _____

PLEASE COMPLETE AND FAX OR EMAIL TO:

JJW Capital Partners, Inc.

Attention: Yan L. Lin

Fax: 714-663-2938

Email: Yan@SBLteam.com