

East Main Street - Vacaville, CA
c/o Cushman & Wakefield Capital Markets Group
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Attn: Scott MacDonald

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Re: Confidentiality and Non-Solicitation Agreement

Ladies and Gentlemen:

The "Client" in this letter agreement (the "Agreement") has a Development and Disposition Agreement with the city of Vacaville for a mixed-use multifamily development on ±5.23 Acres located in Vacaville, CA 95688 defined by APNs 0130-203-010, 020, 030, 100, 110, 120, 130, 0130-206-010, 060, 080, 090, 100, 110, 120, 130, 0130-123-010, 020, 030, 040, 070, 080, 090, 100, 110, 120, and 130 (the "Property").

The undersigned ("Purchaser") may be interested in a possible purchase of the Property (the "Transaction"), and Purchaser has requested that Client provide Purchaser with certain information concerning the Property. In consideration of Purchaser's receipt of any and all information concerning the Property of any kind whatsoever, whether oral or written, but excluding any information that is a matter of public record or is provided by other sources readily available to the public (the "Confidential Information"), Purchaser agrees as follows:

1. **Purchaser will not make any public announcement or acknowledgment concerning the Confidential Information or the Transaction without Client's prior written consent.**

Purchaser's Initials
2. The Confidential Information will not be used or duplicated by Purchaser for any purpose other than evaluating the Transaction. Therefore, Purchaser and all "Related Parties" (as defined below) will keep in strict confidence, and will not disclose the contents of, or Purchaser's or any Related Party's analysis of the contents of, any Confidential Information, or the content of any appraisal, engineering, environmental or other third party report prepared on behalf of Purchaser with respect to the Property, other than (a) to affiliates, agents, accountants, attorneys and other consultants, and their respective employees, partners, officers and managers, who are involved in the ordinary course of business with the Transaction and to prospective investors and lenders (collectively, the "Related Parties"); (b) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction; and (c) in any filings with governmental authorities required by reason of the Transaction.
3. Purchaser will cause all Related Parties to which the Transaction is disclosed, or to which any Confidential Information is made available, to agree to be bound by the terms of this Agreement. If Purchaser uses a broker for the Transaction, the broker will also execute this Agreement where indicated below, shall be considered a Related Party, and agrees to not disclose any confidential information, including but not limited to, the Offering Memorandum and any analysis contained therein, to any other entity. Purchaser will be responsible for any breach of this Agreement by any of its representatives including Related Parties.
4. Purchaser will not use the Confidential Information in any way directly or indirectly detrimental to Client or the Property. In particular, Purchaser and Related Parties will not knowingly, as a result of knowledge obtained from the Confidential Information, or otherwise in connection with the Transaction, for a period of one (1) year from the date of this Agreement, divert or attempt to divert any tenant of the Property. Purchaser and its Related Parties will not communicate with any tenant of the Property relative to the Property or such tenant's lease without the prior written consent of Client.

5. Under no circumstances will the provision by Client to Purchaser of any Confidential Information obligate Client for the payment of any commission to any broker or agent. Cushman & Wakefield ("Broker") will act as Client's broker in connection with the Transaction, subject to the terms of a separate agreement between Client and Broker, and Client will pay any commission owed to Broker pursuant to such separate agreement. Any commission owed to any other broker or agent in connection with the Transaction will be paid by Purchaser.
6. If Client and Purchaser have not entered into a formal purchase and sale agreement for the sale of the Property by Client to Purchaser (a "Purchase Contract") within 60 days after the date of this letter, Purchaser will promptly return the Confidential Information to Client or destroy it, including any and all copies, and Purchaser will continue to be bound by the terms of this Agreement.
7. Except as may be otherwise expressly provided in a Purchase Contract, neither Client nor any of its affiliates, agents, brokers, advisors or representatives: (a) makes any representations or warranties, expressed or implied, whatsoever as to the completeness or accuracy of the Confidential Information, or (b) will have any liability whatsoever to Purchaser or Related Parties relating to the Confidential Information, it being understood that Purchaser will rely solely on its own due diligence studies in determining whether to make an offer, or to purchase the Property.
8. Purchaser agrees to indemnify and hold harmless Client against and from any claim, judgment, loss, liability, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements) resulting from any breach by Purchaser of its obligations under this Agreement. Purchaser agrees that, in the event of a breach of this Agreement by Purchaser or Related Parties, in addition to any other remedies that may be available to Client, Client will be entitled to specific performance and injunctive or other equitable relief, and to any remedies provided under the California Uniform Trade Secrets Act, Civil Code Section 3426. Client will be entitled to reasonable attorneys' fees and costs incurred in enforcing any action brought under this Agreement.
9. This Agreement will be governed by and enforced in accordance with the laws of California. The parties submit to the non-exclusive jurisdiction of any Federal or State court sitting in the County of Los Angeles, California, in connection with any dispute arising hereunder.

[print name of Purchaser]

[print name of Purchaser's broker, if any]

By: _____

(Signature)

Name: _____

Title: _____

Address: _____

Phone: _____

e-mail: _____

By: _____

(Signature)

Name: _____

Title: _____

Address: _____

Phone: _____

e-mail: _____