

## CONFIDENTIALITY AGREEMENT

Property: 1442 Fitzgerald Drive  
Pinole, California 94564

Biagini Properties, Inc. ("BPI") has been retained on an exclusive basis by the Client (the "Client") to act as financial advisor in connection with the solicitation of offers for the sale of the property known 1442 Fitzgerald Drive, Pinole, California (the "Property"). All fees due BPI in connection with the proposed transaction shall be paid by the Client.

BPI has available for review certain information concerning the Property which includes, without limitation, financial data and analyses as well as other materials pertaining the Property (collectively "Informational Materials"). The undersigned ("Potential Purchaser") understands that all information provided by the Client or BPI regarding the purchase of the Property, including, but not limited to, any marketing materials (along with any photographs, maps and artwork contained therein) shall be considered part of the "Informational Materials" and shall be treated in accordance with the provisions hereof. Information Materials will not include information or documents that (a) Potential Purchaser can demonstrate with documentary evidence that it was known by Potential Purchaser prior to the disclosure thereof by Client or BPI; (b) came into the possession of Potential Purchaser from a third party which is not under any obligation to maintain the confidentiality of such information; (c) has become part of the public domain through no act or fault of Potential Purchaser in violation hereof; or (d) Potential Purchaser can demonstrate with documentary evidence that was independently developed by or for Potential Purchaser without the user of the Informational Materials.

Client will not permit the disclosure of any Information Materials to a Potential Purchase unless and until Potential Purchaser has executed this agreement. Upon BPI's receipt of this executed agreement the Informational Materials will be provided for the Potential Purchaser's consideration in connection with the possible purchase of the Property, subject to the following conditions.

1. All Informational Materials pertaining to the Property that are furnished to the Potential Purchaser shall be held in the strictest confidence and shall be used solely for the purpose of Potential Purchaser's consideration of a purchase of the Property and shall not be copied or reproduced except as necessary for the consideration of the purchase of the Property. Within three (3) days of Client's or BPI's request, Potential Purchaser shall either (a) return all Informational Materials and copies thereof (including any notes made from such Informational Materials) to BPI, or (b) destroy all Informational Materials and copies thereof (including any notes made from such Informational Materials) and provide BPI with written certification of such destruction.
2. The Informational Materials may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties") only on a "need-to-know" basis for the purpose of evaluating the potential purchase of the Property; provided, however, that Potential Purchaser shall inform such Related Parties of the confidential nature of the Informational Materials and shall be responsible for a breach of this agreement caused by such Related Parties.
3. Potential Purchaser understands that (a) this agreement is made for the benefit of Client and BPI and that either party may enforce its provisions and (b) all inquiries and communications with respect to the contemplated purchase of the Property must be directed to BPI.
4. Potential Purchaser shall not (a) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property or any of the terms thereof, or (b) contact any tenants of the Property with respect to the subject matter hereof without the written consent of Client or BPI; (c) Potential Purchaser shall not contact or discuss the terms of any of the existing leases, the sale or even that the Property is being

listed for sale any of the existing tenants, vendors, occupants of the Property without BPI's prior knowledge, approval and written consent.

5. The Informational Materials do not purport to be all-inclusive or to contain all information that a prospective purchaser may desire. The Potential Purchaser understands and acknowledges that neither Client nor BPI, nor any of their employees or agents, make any representations or warranties as to the accuracy or completeness of the Informational Materials and that the information has not been independently verified by Client or BPI. The Informational Materials are not guaranteed as to completeness or accuracy nor are they intended as a substitute for independent due diligence and analysis by the Potential Purchaser. Potential Purchaser acknowledges that neither Client nor BPI has any responsibility to update the Informational Materials.
6. Projections, estimates, opinions and/or financial information contain estimates based on assumptions, all of which are subject to change, error, omissions and /or withdrawal without notice, and may not represent the current or future performance of the Property. Potential Purchaser agrees that Potential Purchaser's decision to purchase the Property shall be based solely on Potential Purchaser's independent investigation and evaluation of the Property. Potential Purchaser agrees that neither Seller nor BPI shall be liable for any damages resulting from the reliance on or use of any information provided by Seller or BPI
7. Unless Purchasers Broker executes this confidentiality agreement, Potential Purchaser acknowledges it is acting as a Principal or an Investment Advisor with respect to the proposed purchase of the Property, and not as a broker, and will not look to Client or BPI for any fees or commissions.
8. The Potential Purchaser hereby indemnifies and holds harmless Client and BPI and their respective affiliates, shareholders, directors, officers, employees, agents and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this agreement or arising from any broker, agent, or finder reclaiming by or through Potential Purchaser.
9. Potential Purchaser acknowledges and agrees that BPI and Mark Biagini represents Seller and not Potential Purchaser.
10. The Potential Purchaser acknowledges that the Transaction is being offered subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. The Potential Purchaser acknowledges that the Transaction is being offered without regard to race, creed, sex, religion or national origin.
11. In any action to enforce to enforce the terms of this agreement, the non-prevailing party shall be responsible for payment of the prevailing party's reasonable attorneys' fees and expenses incurred in any such action. Upon execution of this agreement, this will become a binding agreement and will be construed in accordance with California law, without regard to conflict of law principles. This agreement terminates one (1) year from the date hereof.

If Potential Purchaser utilizes the services of a Potential Purchaser's Broker, then the Potential Purchaser's Broker shall sign this confidentiality agreement. The Potential Purchaser's Broker warrants it is a real estate broker licensed in the State of California. By signing below, Potential Purchaser's Broker confirms its agreement with BPI that BPI shall share a portion of the commission due BPI under its written agreement with Client in the event a sale of the Property is consummated with the Potential Purchaser and through the efforts of BPI and Potential Purchaser's Broker.

BPI and Potential Purchaser's Broker hereby acknowledge and agree that in consideration of and in connection with services rendered by the Potential Purchaser's Broker relating to the consummation of a sale of the Property with the Potential Purchaser the commission which BPI agrees to offer the Potential Purchaser 's Broker shall be in the amount of one percent (1.0%) of the Selling Price paid at the close of escrow.

In the event escrow closes with Potential Purchaser, the commission due Potential Purchaser's Broker shall be payable at the close of escrow and through escrow.

Potential Purchaser's Broker agrees that it shall not make any claims or demands of whatever kind of nature of commence any suits, actions or proceedings against Biagini Properties, Inc., Mark Biagini, or Client (collectively referred to as "Client's Broker & Client"), or any entities (directly or indirectly) controlling, controlled by or under common control with Client's Broker & Client (collectively "Client's Broker & Client Entities"), for any additional commissions, fees or other compensation in connection with the sale or proposed sale of the Properties, or any other services rendered in connection therewith except as provided for herein.

Client's Broker & Client Entities and their successors and assigns shall be entitled to rely upon the agreements of the undersigned contained in this letter.

Kindly execute this where indicated below to indicate your acceptance of and agreement with the provisions set forth herein.

**POTENTIAL PURCHASER:**

Accepted and Agreed To This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

Company:\_\_\_\_\_

Address:\_\_\_\_\_

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

City, State, Zip:\_\_\_\_\_

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

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

Title:\_\_\_\_\_

Fax:\_\_\_\_\_

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

**POTENTIAL PURCHASER'S BROKER: (STRIKE OUT IF NONE)**

Accepted and Agreed To This \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

Company:\_\_\_\_\_

Address:\_\_\_\_\_

DRE # \_\_\_\_\_

\_\_\_\_\_

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

City, State, Zip:\_\_\_\_\_

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

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

Title:\_\_\_\_\_

Fax:\_\_\_\_\_

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