

CONFIDENTIALITY AGREEMENT

HAMILTON PLACE

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Re: Possible Purchase of 20101 Hamilton Avenue, Los Angeles, California 90502 (the "Property") by _____, a _____ ("Potential Purchaser").

Please be advised that Omninet Hamilton LP, a Delaware limited partnership ("Seller") is considering a possible sale of the Property, with Cornish & Carey Commercial, a California corporation dba Newmark ("Newmark") acting as Seller's authorized sales representatives. Newmark has available for review certain information concerning the Property which includes brochures, documents and other materials (collectively, the "Informational Materials"). Please be advised that neither Seller nor Newmark will make such Informational Material available to Potential Purchaser with regard to the contemplated sale of the Property unless and until Potential Purchaser has executed this letter ("Confidentiality Agreement") and thereby agrees to be bound by its terms. We are prepared to provide the Informational Materials for consideration by Potential Purchaser and its real estate broker (if any is identified below) in connection with the possible purchase of the Property by Potential Purchaser, subject to the conditions set forth below.

1. Any and all Informational Materials that may be furnished to Potential Purchaser or its real estate broker ("Broker") by Seller, its Property Manager, or Newmark shall remain the property of Seller. The Informational Materials will be used by Potential Purchaser and Broker solely for the purpose of evaluating the possible acquisition of the Property and not for any unrelated purpose, may not be copied or duplicated without Seller's written consent, and must be returned to Seller and Broker and all copies destroyed within three (3) business days after Seller's request, when Potential Purchaser declines to make an offer for the Property, or discussions or negotiations with respect to the purchase of the Property are terminated.

2. Potential Purchaser and Broker shall not make any Informational Materials available, or disclose any of the contents thereof, to any person, unless such person has been identified to Seller in writing and Seller has approved the furnishing of the Informational Materials or such disclosure to such person, and such person has entered into an agreement with Seller, the provisions of which agreement shall be substantially the same as the provisions of this Confidentiality Agreement, provided however, that the Informational Materials and this Confidentiality Agreement may be disclosed to Potential Purchaser and Broker's partners, employees, legal counsel and institutional lenders ("related parties") who, in Potential Purchase or Broker's best reasonable judgment, need to know such information for the purpose of evaluating the potential purchase of the Property or any interest therein by Potential Purchaser. Such related parties shall be informed by Potential Purchaser and Broker of the confidential nature of the Informational Materials and shall be directed in writing by Potential Purchaser and Broker to keep all the Informational Materials strictly confidential in accordance with this Confidentiality Agreement. Prospective Purchaser and Broker shall be responsible for any violation of this provision by any related party.

3. Although Seller and Newmark have endeavored to include in the Informational Materials information which Seller and Newmark believe to be relevant to the purpose of Potential Purchaser's investigation, Potential Purchaser and Broker understand and acknowledge that neither Seller, Property Manager, nor Newmark makes any representation or warranty as to the accuracy or completeness of the Informational Materials. Potential Purchaser and Broker further understand and acknowledge that the information used in the preparation of the Informational Materials was furnished to Seller, Property Manager, and Newmark by others, has not been independently verified by Seller, Property Manager, or Newmark, and is not guaranteed as to

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completeness or accuracy. Potential Purchaser and Broker agree that neither Seller, Property Manager, nor Newmark shall have any liability for any reason to Potential Purchaser, Broker, or any of their representatives or related parties resulting from the use of the Informational Materials by any person in connection with the purchase of or other investment by Potential Purchaser in the Property, whether or not consummated for any reason.

4. Potential Purchaser and Broker acknowledge that the Property is subject to withdrawal from the market for any other reason whatsoever, without notice, and that Seller has the sole and absolute right to reject any purchase offer based on the terms thereof or for any other reason or for no reason.

5. The obligation of Potential Purchaser and Broker not to disclose and to keep confidential all Informational Materials does not include information: (a) that was already in the possession of Potential Purchaser, Broker, or any of their related parties at the time of delivery by Seller, Property Manager, or Newmark; (b) that is obtained by Potential Purchaser, Broker, or their related parties from a third person which, insofar as is known to Potential Purchaser, Broker, or their related parties, is not subject to any legal, contractual or fiduciary prohibition or obligation against disclosure; (c) which was or is independently developed by Potential Purchaser, Broker, or their related parties without utilizing the Information Materials or violating their confidentiality obligations hereunder; or (d) which was or becomes generally available to the public through no fault of Potential Purchaser, Broker, or their related parties.

6. Potential Purchaser and Broker hereby acknowledges that in connection with the potential purchase of the Property, Newmark is acting as the real estate broker for Seller exclusively.

7. Potential Purchaser hereby represents and warrants to Seller, Property Manager, and Newmark that, except as may be disclosed by Potential Purchaser in a separate writing, Potential Purchaser has not dealt with any broker, finder or agent other than Broker in connection with any possible sale or other transaction concerning the Property and that no other broker, finder, or agent represents Potential Purchaser or will represent Potential Purchaser in connection with any possible sale or other transaction concerning the Property. Potential Purchaser shall indemnify and hold harmless Seller, Property Manager, and Newmark and their successors and assigns from and against any and all claims, demands, losses, liabilities, suits, costs or expenses due to or arising from any claims of any broker, finder, or similar agent for commissions, fees or other compensation in connection with any possible sale or other transaction concerning the Property based on alleged dealings with Potential Purchaser.

8. Potential Purchaser and Broker hereby acknowledges that the listing agreement for the Property entered into by and between Seller and Newmark provides that neither Seller nor Newmark shall compensate the broker, finder, or similar agent for Potential Purchaser, and that any such broker, finder, or similar agent for Potential Purchaser must look solely to Potential Purchaser, and not to Seller or Newmark, for payments of its real estate commission, fee, or other compensation. Potential Purchaser and Broker hereby agree to comply with such provisions.

9. This Confidentiality Agreement shall remain in effect until one (1) year after the date of Potential Purchaser's acceptance of this Confidentiality Agreement.

10. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its Conflicts of Law provisions.

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11. This Confidentiality Agreement contains the entire understanding among the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by all parties subsequent to the date of this Confidentiality Agreement. The parties have not made any other agreement or representation with respect to such matters.

12. Potential Purchaser and Broker acknowledge that damages may be inadequate compensation for breach of this Confidentiality Agreement and Seller shall be entitled to obtain equitable relief and may restrain, by an injunction or similar remedy, any breach or threatened breach of this Confidentiality Agreement.

If Potential Purchaser and Broker are in agreement with the foregoing, please sign this Confidentiality Agreement and return it to capitalmarketswesternregion@nmrk.com.

AGREED AND ACCEPTED:

POTENTIAL PURCHASER:

_____,
a _____

By: _____

Name: _____

Title: _____

Date: _____

Phone Number: _____

Address: _____

E-Mail Address: _____

Fax Number: _____

BROKER:

_____,
a _____

By: _____

Name: _____

Title: _____

Date: _____

Phone Number: _____

Address: _____

E-Mail Address: _____

Fax Number: _____

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