

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

ADDRESS: 1025 Creekside Ridge Drive, Roseville
APN: 015-166-058 (the "Property")
In the County of Placer in the State of California

This Confidentiality and Non-Disclosure Agreement (this "Agreement") governs the disclosure of confidential information by and between MIMA CAPITAL, LLC (the "Owner") and "Receiving Party" regarding the Property referenced above.

For the purpose of this Agreement, Confidential Information shall include all information disclosed, directly or indirectly, through any means of communication or observation, by Owner to the Receiving Party. Confidential Information shall include all reports, analyses, notes or other information that are based on, contain or reflect any Confidential Information. Confidential Information shall not include information that is already in the public domain at the time of disclosure to the Receiving Party, becomes generally available to the public other than as a result of a disclosure by the Receiving Party, was lawfully in the Receiving Party's possession prior to receipt from Owner, is disclosed to Receiving Party by a third party with the right to do so, can be shown to have been previously known to Receiving Party at the time of its disclosure or delivery by Owner, or can be shown to have been independently developed by Receiving Party without use of or reference to any Confidential Information.

Receiving Party agrees that receipt of Confidential Information, pursuant to this Agreement, is exclusively for the purpose of updating its evaluation of the Property and the Receiving Party shall not use the Confidential Information for any other purpose. Receiving Party agrees not to contact any employee or tenants of the Property or discuss the Transaction with any tenant or employee of the Property without prior written consent of the Owner.

Confidential Information disclosed to Receiving Party shall:

- a. not be copied or distributed, disclosed, or disseminated in any way or form by the Receiving Party to any third party without the written permission of Owner or as permitted by this Agreement,
- b. be treated by the Receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the Receiving Party's own proprietary and confidential information,
- c. remain the property of the Owner, and shall be returned by the Receiving Party to Owner (along with all copies thereof) promptly upon its receipt of a request from Owner to do so, except to the extent that retaining Confidential Information is

- required for legal or regulatory purposes or to satisfy internal compliance policies and procedures, and
- d. not be used by Receiving Party for any purpose other than as specified herein or otherwise approved by Owner in writing.

Notwithstanding any other provision contained herein, Receiving Party may disclose, and shall not be liable for disclosing, Confidential Information to the extent such Confidential Information is (i) compelled to be disclosed pursuant to a subpoena or other judicial order, (ii) requested by a regulatory authority having jurisdiction over Receiving Party or (iii) otherwise required by law to be disclosed. In addition, Receiving Party may disclose Confidential Information to those agents, consultants, affiliates, or employees necessary to evaluate the Transaction, and to any to existing or potential investors, joint venture partners or lenders, provided that the Receiving Party first makes those parties aware of the confidential nature of the Confidential Information and such parties acknowledge their responsibility to preserve the confidentiality of the Confidential Information for the benefit of Owner.

This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements and understandings relating to Confidential Information. The parties shall modify, amend, or waive provisions of this Agreement only in writing duly executed by both parties. The Receiving Party shall not assign this Agreement without the prior written consent of the Owner. This Agreement will be construed in accordance with California law, without regard to conflict of law principles.

It is understood and agreed that monetary damages will not be a sufficient remedy for any breach of this Agreement by the Receiving Party and that Owner shall be entitled to injunctive relief as a remedy for any such breach of this Agreement in addition to all other remedies available at law or in equity. It is further agreed that this Agreement is made for the benefit of Owner, and that no failure or delay by Owner to enforce its rights hereunder shall operate as a waiver of any right, power or privilege under this Agreement, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

Upon mutual execution and delivery of this Agreement Receiving Party, this Agreement shall be a binding agreement and shall be in effect for a period of 6 months from the date of execution set forth below. Upon expiration of such 6 month period, this Agreement shall automatically terminate and have no further force and effect. Should a letter of intent, a purchase and sale agreement or binding agreement be signed among the parties or their affiliates prior to expiration of such 6 month period, that letter of intent or agreement shall supersede and replace this Agreement in its entirety.

IN WITNESS WHEREOF, an authorized representative of the Receiving Party, having the authority to bind their entity to the obligations and terms of this Agreement, hereby execute this Agreement as of the date last written below.

(Broker Acknowledgement if Applicable)

ACKNOWLEDGED AND AGREED: ACKNOWLEDGEMENT AND AGREED

Signature: _____ Signature: _____
Name of Prospective Buyer (printed) Name of Broker (printed)

_____	_____
Title: _____	Title: _____
Company: _____	Company: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Phone Number: _____	Phone: _____
Fax Number: _____	Fax Number: _____
Email: _____	Email: _____