

CONFIDENTIALITY AGREEMENT

1901 NEWPORT

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Re: Possible Purchase of 1901 Newport Blvd, Costa Mesa, CA 92614, referred to as the "Property" By _____ ("Potential Purchaser").

Please be advised that 1901 Newport, LLC, a Delaware limited liability company ("Seller") is considering a possible sale of the Property, with Newmark acting as the authorized sales representatives ("Broker"). Broker has available for review certain information concerning the Property which includes brochures, documents and other materials (collectively "Informational Materials"). Please be advised that neither the Seller or Broker will make such Informational Material available to the Potential Purchaser with regard to the contemplated sale of the Property unless and until the Potential Purchaser has executed this letter ("Letter of Confidentiality") and thereby agrees to be bound by its terms. We are prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property by the Potential Purchaser, subject to the conditions set forth below.

1. All Informational Materials relating to the Property which may be furnished to the Potential Purchaser by the Seller, Property Manager or Broker, shall continue to be the property of the Seller. The Informational Materials will be used by the Potential Purchaser solely for the purpose of evaluating the possible acquisition of the Property and not for any purpose not related to the possible acquisition of the Property and may not be copied or duplicated without the Seller's consent and must be returned to the Seller and copies destroyed within three (3) business days of Seller's request or when the Potential Purchaser declines to make an offer for the Property or terminates discussions or negotiations with respect to the Property.
2. The Potential Purchaser will not make any Informational Materials available, or disclose any of the contents thereof, to any person, unless such person has been identified to the Seller in writing and the Seller has approved the furnishing of the Informational Materials or such disclosure to such person, and such person has entered into an agreement with the Seller, the provisions of which agreement shall be substantially the same as the provisions of this Letter of Confidentiality, provided however, that the Informational Materials and this Letter of Confidentiality may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties") who, in the Potential Purchaser'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 the Potential Purchaser. Such Related Parties shall be informed by the Potential Purchaser of the confidential nature of the Informational Materials and shall be directed in writing by the Potential Purchaser to keep all the Informational Materials strictly confidential in accordance with this Letter of Confidentiality. The Prospective Purchaser shall be responsible for any violation of this provision by any Related Party.
3. Although we have endeavored to include in the Informational Materials information which we believe to be relevant to the purpose of your investigation, the Potential Purchaser understands and acknowledges that neither the Seller, Property Manager, nor Broker makes any representation or warranty as to the accuracy or completeness of the Informational Materials. The Potential Purchaser further understands and acknowledges that the information used in the preparation of the Informational Materials was furnished to the Seller, Property Manager and Broker by others and has not been independently verified by Seller, Property Manager, or Broker and is not guaranteed as to completeness or accuracy. The Potential Purchaser agrees that neither the Seller, Property Manager, or Broker shall have any liability for any reason to the Potential Purchaser or any of its representatives or Related Parties resulting from the use of the Informational Materials by any person in connection with the sale of, or other investment by the Potential Purchaser in the Property, whether or not consummated for any reason.

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4. The Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice.
5. The obligation of Potential Purchaser to not disclose and keep confidential all Informational Materials does not include information: (a) that was already in the possession of Potential Purchaser or any of its Related Parties at the time of delivery by Seller, Property Manager or Broker; (b) that is obtained by Potential Purchaser or its Related Parties from a third person which, insofar as is known to Potential Purchaser or its 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 or its Related Parties without utilizing the Information Materials or violating its confidentiality obligations hereunder; or (d) which was or becomes generally available to the public through no fault of Potential Purchaser or its Related Parties.
6. The Potential Purchaser hereby represents and warrants to Seller, Property Manager and Broker that the Potential Purchaser has not dealt with any other broker, finder or agent in connection with any possible sale or other transaction concerning the Property other than Broker and that no broker represents us or will represent us in connection with any possible sale or other transaction concerning the Property other than Broker, and we agree to indemnify and hold harmless Seller, Property Manager and Broker 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 the Potential Purchaser.
7. This Letter of Confidentiality shall remain in effect until one (1) year after the date of Potential Purchaser's acceptance of this Letter of Confidentiality.
8. This Letter of Confidentiality shall be governed by and construed in accordance with the laws of the State of California without reference to its Conflicts of Law provisions.
9. This Letter of Confidentiality contains the entire understanding between 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 the parties subsequent to the date of this Letter of Confidentiality. The parties have not made any other agreement or representation with respect to such matters.
10. Potential Purchaser acknowledges that damages may be inadequate compensation for breach of this Agreement and Seller shall be entitled to seek equitable relief and may restrain, by an injunction or similar remedy, any breach or threatened breach of this Agreement.

If the Potential Purchaser is in agreement with the foregoing, please sign and return this Letter of Confidentiality to:

e-mail: capitalmarketswesternregion@nrmk.com

AGREED AND ACCEPTED:

By: _____

E-Mail Address: _____

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Printed Name: _____

Date: _____

Company Name: _____

Phone Number: _____

Address: _____

Fax Number: _____