

CO-BROKER CONFIDENTIALITY AGREEMENT

1221 EAST DYER

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Re: Possible Purchase of 1221 East Dyer Road, Santa Ana, CA 92705, referred to as the "Property" By _____ ("Potential Purchaser").

Please be advised that W-GL 1231 OCBC Holdings VIII ("Seller") is considering a possible sale of the Property, with Newmark Capital Markets 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 or Potential Purchaser's Broker 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, including for the purpose of contacting tenants 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 immediately upon the 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 or Potential Purchaser's Broker will (as defined below) not make any Informational Materials available, disclose any of the contents thereof, or disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property, 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 Confidentiality Agreement, provided however, that the Informational Materials and this Confidentiality Agreement 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 Confidentiality Agreement. The Prospective Investment Purchaser shall be responsible for any violation of this provision by any of the Related Parties.
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, or Broker make 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 other parties 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. For purposes of this Confidentiality Agreement, the term "purchase" or "sale" of the Property or other similar language in this Confidentiality Agreement shall be deemed to refer to the purchase or sale of all or a portion of the Property or the purchase of an interest in the Property or the purchase and lease back of the Property.
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 _____ (Potential Purchaser's Broker) and that no broker represents, or will represent, Potential Purchaser in connection with any possible sale or other transaction concerning the Property other than Broker, _____ (Potential Purchaser's Broker) and Potential Purchaser agrees 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, other than 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. **Please note that Seller's listing agreement requires the Potential Purchaser to be responsible for Potential Purchaser's Broker's fee. Potential Purchaser's signature below indicates and acknowledges that Potential Purchaser agrees to pay Potential Purchaser's Broker.**
7. In the event of any breach of this Confidentiality Agreement by Prospective Investment Purchaser or its Related Parties, Seller would be irreparably and immediately harmed and could not be made whole solely by monetary damages. Accordingly, it is agreed that, without prejudice to any rights and remedies otherwise available to Seller, Seller shall be entitled (i) to equitable relief by way of injunction in the event of a breach of any provision of this Confidentiality Agreement, and (ii) to compel specific performance, in each case without the need for proof of actual damages. Potential Purchaser agrees to indemnify Seller for losses, claims, damages, costs and expenses, including reasonable attorneys' fees that Seller may incur or suffer in connection with the breach of this Confidentiality Agreement and/or its enforcement.
8. This Confidentiality Agreement shall remain in effect until one (1) year after the date of Potential Purchaser's acceptance of this Confidentiality Agreement.
9. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. This Confidentiality Agreement 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 Confidentiality Agreement. The parties have not made any other agreement or representation with respect to such matters.

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If the Potential Purchaser and Potential Purchaser's Broker are in agreement with the foregoing, please sign and fax this Confidentiality Agreement as follows:

e-mail: capitalmarketswesternregion@nmrk.com

AGREED AND ACCEPTED (POTENTIAL PURCHASER)

By: _____ Date: _____

Printed Name: _____ E-Mail Address: _____

Company Name: _____ Phone Number: _____

Address: _____ Fax Number: _____

AGREED AND ACCEPTED (POTENTIAL PURCHASER'S BROKER)

By: _____ Date: _____

Printed Name: _____ E-Mail Address: _____

Company Name: _____ Phone Number: _____

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