

CONFIDENTIALITY AGREEMENT

Hawaii Real Estate Asset

We understand that your organization (the "Company") is interested in obtaining information for the above referenced Asset (the "Acquisition") involving Owner (collectively the "Owner"). To assist you in your evaluation of a potential acquisition of that certain Asset currently managed or controlled by Owner, we will provide you with certain information concerning the acquisition. As a condition to furnishing you with such information, Company agrees to treat confidentially such information and any other information (collectively the "Evaluation Material") which Owner, its affiliates, partners, lenders, employees, agents, attorneys, accountants, advisors or references (collectively the "Representatives") furnish to your Company. The term Evaluation Material will also include any analysis, compilations, studies, or other documents prepared by Owner or Owners' Representatives containing, or based in whole or in part on, any information furnished by Owner.

Company agrees that the Evaluation Material will be kept confidential by it and its Representatives and shall not, except as hereinafter provided, without the prior written consent of Owner, be disclosed by it or its Representatives other than for the purpose of evaluating the Acquisition. Moreover, Company further agrees to transmit Evaluation Material only to those of its Representatives who need such information for the purpose of evaluating the Acquisition and who shall (i) be advised by Company of this letter agreement (the "Agreement") and (ii) agree with Company to be bound by the provisions hereof. Company shall be responsible for any breach of this Agreement by its Representatives.

By accepting the Evaluation Material, Company agrees to indemnify, defend, protect and hold Owner and its Representatives harmless from and against any and all claims, damages, demands, liabilities, losses, costs or expenses (including reasonable attorney's fees, collectively "Claims") arising, directly or indirectly from any actions or omissions of Company, its employees, officers, directors or agents.

The term Evaluation Material does not include information which (i) becomes generally available to the public other than as a result of disclosure by Company or its Representatives, (ii) was available to Company on a non-confidential basis prior to its disclosure to Company by Owner or its Representatives, or (iii) becomes available to Company on a non-confidential basis from a source other than Owner or its Representatives; provided, however, that such source is not bound by a confidentiality agreement with Owner or its Representative.

In the event that an acquisition is not effected after Company has been furnished with Evaluation Material, Company will promptly deliver to Owner the Evaluation Material and all copies thereof, except for the portion of compilations, studies or other documents prepared by Company or its Representatives, without retaining any copy thereof. That portion of the Evaluation Material which consists of analysis, compilations, studies or other documents prepared by Company or its Representatives will be held by it and kept confidential and subject to the terms of this agreement, or destroyed at the request of Owner. Such destruction will be confirmed by Owner.

Although Company understands that Owner has endeavored to include in the Evaluation Material information known to it which it believes to be relevant for the purposes of Company's investigation, Company further understands that except as may otherwise be agreed in writing, Owner does not make any representation or warranty as to the accuracy or completeness of the Evaluation Material. Company agrees that neither Owner nor its Representatives shall have any liability to Company or any of its Representatives under this agreement for any cause whatsoever.

No employee of the Owner or at the Business is to be contacted without the consent and prior written approval of the Owner or Representative and doing so would be a violation of this confidentiality agreement. Company agrees not to contact the employees or customers of the Owner and its Business without prior written permission from the Owner.

The term of this agreement shall be for the later of (i) three (3) years, or (ii) until such a time that Owner no longer owns the Business. This agreement shall be governed and construed in accordance with the laws of the State of California, may not be changed, waived, or terminated orally and shall be binding upon the parties and their successors or assigns.

The Company confirms the understanding that any agreements between the Company and Owner concerning any Acquisition will exist only when such agreement is in writing and duly executed by the parties thereto.

**AGREED TO AND ACCEPTED BY
COMPANY:**

**AGREED TO AND ACCEPTED BY
COMPANY'S REPRESENTATIVE:**

(PLEASE PRINT CLEARLY)

Company: _____
Address: _____
City, ST Zip: _____
Phone: _____
Fax: _____
e-mail: _____
By: _____
Title: _____
Date: _____
Signature: _____

Broker: _____
Address: _____
City, ST Zip: _____
Phone: _____
Fax: _____
e-mail: _____
By: _____
Title: _____
Date: _____
Signature: _____

PLEASE EXECUTE FULLY AND RETURN THIS CONFIDENTIALITY AGREEMENT TO MICHAEL ELATT WITH SYNERGY INVESTMENT GROUP VIA FACSIMILE AT 818.479.9706 OR VIA EMAIL TO MICHAEL@SYNERGITECTS.COM. THE EVALUATION MATERIAL YOU ARE REQUESTING WILL BE SENT UPON RECEIPT.