



Real Estate Investments | Property Management

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BROKER CONFIDENTIALITY AGREEMENT

4080 Loma Vista Rd, Ventura CA - Dudley Professional Center

The undersigned *PARTY* (the "Accepting party") is interested in obtaining information regarding the property known as *4080 Loma Vista Road, Ventura, CA 93003* ("Property") in order to evaluate the possible acquisition (the "Proposed Transaction") by Potential Purchasers from ("Owner"). Owner has indicated that all inquiries and communications with respect to the contemplated sale of such property be directed to The Becker Group, Inc. (the "Listing Broker"). By accepting this Agreement and the Evaluation Materials (as hereinafter defined), Accepting Party hereby agrees as follows:

1. Confidentiality. Any information with respect to the Property (collectively, the "Evaluation Materials") provided to any Accepting Party by Owner, Owner's Representative and/or Listing Broker and/or any of their respective consultants, agents or employees (collectively, the "Seller Parties") will be used solely for the purpose of evaluating the possible acquisition of the Property by Broker and any Potential Purchaser it represents and will not be used or duplicated for any other purpose. Accepting Party shall keep all Evaluation Materials strictly confidential; provided, however, that such information for the purpose of giving advice with respect to, or consummating, the Proposed Transaction (all of whom are collectively referred to as "Related Parties"); provided, however, that any such Related Parties shall be informed by Accepting Party of the confidential nature of such information and shall be directed by Accepting Party (and Accepting Party shall cause such Related Parties) to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement. Accepting Party will not communicate with tenants of the Property without the prior written consent of Owner or Owner's Representative.

2. No Disclosure. Accepting party shall not (i) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property by Registered Potential Purchaser or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Property with any other person or entity (including tenants) except for Owner, Owner's Representative and Listing Broker, except as may be expressly permitted elsewhere in this Agreement and in such case, only in strict accordance with the provisions hereof. In the event that any Accepting Party or Related Parties become legally compelled to disclose all or any part of the Evaluation Materials, Accepting Parties will provide Owner's Representative with prompt written notice so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, in such instance, Accepting Party will furnish only that portion of the obtained, or that Owner waives compliance with the provisions of this Agreement, in such instance, Accepting Party will furnish only that portion of the Evaluation Materials which is legally required and will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Evaluation Materials. Accepting Party shall reimburse Seller Parties for all costs and expenses, including reasonable attorney's fees incurred by Seller parties in successfully enforcing Accepting Party's obligations under this Agreement.

3. No Representations by Seller Parties. None of Seller Parties make any representations or warranties as to the accuracy or completeness of the Evaluation Materials or that actual results will conform to any projections contained therein. Owner, Owner's Representative and Listing Broker expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Evaluation Materials, or in any other written, oral or other communications transmitted or made available to Accepting Party by Seller Parties, including, without limitation, computer disks containing files with financial data or projections.

4. No Obligation. Owner is under no legal obligation of any kind whatsoever with the respect to the Proposed Transaction by virtue of this Agreement, the delivery of any Evaluation Materials, any discussions concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto.

5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which is applicable to contracts made and to be performed wholly within California.

ACCEPTING PARTY

Principal without Broker Representation

date [Print Name]

Representing Client

date [Print Name]

Broker

date [Print Name]

LISTING BROKERS

Matthew R Kingsley
Associate

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