

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This confidentiality agreement is between Real Investments and Sellers, collectively referred to as the (“Provider”) and Buyers Broker and Buyers, collectively referred to as the (“Recipients”). Provider intends to provide Confidential Information and Confidential Materials to Recipients for the sole purpose of discussing, evaluating and contemplating a potential a transaction relating to the sale of certain real property located at **6398 Cindy Lane Carpinteria, CA. 93013 / APN 001-190-092**

“**Confidential Information**” means non-public information and any other information and not limited too financial statements, expenses, rent rolls, P&L etc., no matter how conveyed, whether by written, spoken, printed, electronic or any other means, that was designated as confidential, or which, under the circumstances surrounding disclosure, is to be treated as confidential, including, but not limited to, any proposed terms of the transaction and all information conveyed which shall be deemed Confidential Information.

“**Confidential Materials**” means all tangible communications containing Confidential Information, whether written, spoken, printed, electronic or delivered by any other means, it being the intent of the Parties that any communication deemed Confidential Materials shall be considered in its entirety to be treated as Confidential Information.

Confidential Information must not be disclosed, in whole or in part, by the Recipients to any third party’s except to the extent necessary for the Recipients to seek advice directly related to the transaction from business advisors. Confidential Materials shall not be replicated, reproduced, copied or otherwise shared, in whole or in part, by the Recipients with any third party without consent from the “Providers”. The Parties hereto acknowledge that “business advisors” shall be deemed to include, but shall not be limited to, accountants, lenders, equity investors, and legal counsel, as well as any affiliate, subsidiary, parent, joint ventures, partner, officer, or employee of Recipients.

THIS INFORMATION HAS BEEN FURNISHED BY MULTIPLE SOURES AND DEEMED RELIABLE, BUT IS NOT GUARATEED. ALL INTERESTED PERSONS SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THIS FURNISHED INFORMATION. BUYER SHALL NOT SOLELY RELY ON THE DATA, MATERIAL, INFORMATION PRESENTED BY SELLERS OR LISTING BROKER, AND BUYER IS STRONGLY ENCOURAGED TO PERFORM THEIR OWN DUE-DILIGENCE TO SATISFY THEMSELVES PRIOR TO MAKING AN OFFER TO PURCHASE, CLOSING ESCROW OR LEASE. ALL SQUARE FOOTAGE NOTED OR REFERENCED ON ALL MARKETING AND DISCLOSURES ARE APPROXIMATE. IT IS HIGHLY RECOMMENDED THAT ALL INTERESTED PARTIES / BUYERS TO CONFIRM SQUARE FOOTAGE AND INFORMATION TO THEIR SATISFACTION.

This Agreement and any dispute or claim arising out of or in accordance with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of California, without regard to its principles of conflicts of law.

By Recipient Buyers Broker on behalf of Principal Buyer/s:

Name and Title of Broker: _____

Signature of Broker: _____ Date: _____

Name and Signature of Buyer: _____ Date _____