

**CO-BROKER  
CONFIDENTIALITY AGREEMENT**

**755 Raintree Drive  
Carlsbad, CA 92011**

We understand that your organization (the "Company") is interested in pursuing the acquisition of 755 Raintree Drive, Carlsbad, CA 92011 (the "Acquisition") from the "Owner". To assist you in your evaluation of a potential acquisition of this property, we will provide you with certain information concerning the acquisition. As a condition to furnishing you with such information, Company agrees to treat such information confidentially and any other information (collectively the "Evaluation Material") which Owner, its affiliates, partners, lenders, employees, agents, attorneys, accountants or advisors (collectively the "Representatives") furnished to your company. The term Evaluation Material will also include any analysis, compilations, studies or other documents prepared by Company or Company's 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 transit 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.

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 of 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 Representatives.

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.

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

Cushman & Wakefield is the exclusive listing agent for Owner Estate with respect to the Acquisition. Company was made aware of the Acquisition and is represented by \_\_\_\_\_ ("Buyer's Broker"). Company shall be responsible for payment of commissions due to Buyer's Broker.

**BUYER REGISTRATION ("Company")**

Company:	_____	Address:	_____
Signature:	_____		_____
Name (Print):	_____	Phone:	_____
Title:	_____	Facsimile:	_____
Date:	_____	E-Mail Address	_____

**MARKETING MATERIAL REQUEST**

If you would like to receive marketing materials for the Property, please complete the above and return via e-mail to  
Jacqueline Sutton at [jackie.sutton@cushwake.com](mailto:jackie.sutton@cushwake.com)