

Confidentiality Agreement
27202 & 27220 West Turnberry Lane
Page 1 of 3

Re: Possible Purchase of 27202 & 27220 West Turnberry Lane in Valencia, California, referred to as the "Property" By _____ ("Potential Purchaser").

Please be advised that Harbor Associates ("Seller") is considering a possible sale of the Property, with CBRE, Inc. 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"). Moreover, Broker has received (and may hereafter receive) from Seller certain statements, materials and other items concerning the Property that are non-public, confidential or proprietary in nature (collectively, "Confidential Seller Information"). The Informational Materials and the Seller Confidential Information are sometimes hereafter collectively referred to as the "Confidential Information".

Please be advised that neither Seller nor Broker will make any Confidential Information 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 Confidential Information 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. This Letter of Confidentiality does not obligate Seller or Broker to provide Confidential Information to the Potential Purchaser or anyone else.
2. All Confidential Information which may be furnished to the Potential Purchaser by Seller or Broker shall at all times be the sole and exclusive property of Seller. Moreover, any summaries, memoranda, notes, analyses, extracts, compilations, studies or other documents created by the Potential Purchaser or others that is based upon or otherwise utilizes the Confidential Information constitutes the sole and exclusive property of Seller. No right or license, by implication or otherwise, is granted by Seller, Broker as a result of disclosure of the Confidential Information under this Letter of Confidentiality.
3. The Confidential Information may 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 (if any), and may not be copied, duplicated or otherwise reproduced without Seller's consent.
4. The Potential Purchaser will not make any Confidential Information 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 Seller in writing and Seller has approved (in writing) the furnishing of the Confidential Information or such disclosure to such person, and such person has entered into an agreement with Seller, the provisions of which agreement shall be substantially the same as the provisions of this Letter of Confidentiality; provided however, that the Confidential Information and this Letter of Confidentiality 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 Confidential Information and shall be directed in writing by the Potential Purchaser to keep all Confidential Information strictly confidential in accordance with this Letter of Confidentiality. The Potential Purchaser shall notify Seller and Broker immediately following discovery of any unauthorized disclosure of Confidential Information by it and/or the Related Parties (or any of them). The Prospective Purchaser shall be responsible for any violation of this provision (specifically) or the Letter of Confidentiality (generally) by any of the Related Parties.
5. If, at any time, Seller or the Potential Purchaser determines that it does not wish to proceed with the transaction, then such party shall promptly advise the other party of that decision. In such case, or if the transaction is not consummated, the Potential Purchaser will immediately return to Seller or destroy all copies of the Confidential Information, whether in written or electronic form, which is in the possession or control of the Potential Purchaser, the Related Parties or any of their respective representatives and will not retain any copies or other reproductions in whole or in part of such material, except to the extent required by law. All other documents,

Confidentiality Agreement
27202 & 27220 West Turnberry Lane
Page 2 of 3

memoranda, notes, summaries, analyses, extracts, compilations, studies or other material whatsoever prepared by the Potential Purchaser, the Related Parties or any of their respective representatives and based on the Confidential Information must also be destroyed. Upon the request of Seller, the Potential Purchaser shall deliver to Seller a certificate executed by an officer of the Potential Purchaser certifying that all such materials have been delivered to Seller, destroyed or otherwise managed in accordance with this Letter of Confidentiality.

6. If the Potential Purchaser or any Related Party (each, a “Compelled Party”) is required by applicable law, or is requested in any judicial or administrative proceeding, to disclose any of the Confidential Information, then the Compelled Party shall use commercially reasonable efforts to avoid and, if not avoidable, to minimize disclosure of such Confidential Information and, to the extent permitted by law, give Seller and Broker prompt notice of such requirement or request so that Seller may seek an appropriate protective order, including any appeals, at the expense of Seller. If, in the absence of a protective order, the Compelled Party reasonably determines that it is nonetheless required to disclose the Confidential Information, then the Compelled Party may disclose such Confidential Information, without liability hereunder, provided that the Compelled Party promptly (a) notifies, to the extent permitted by law, Seller and Broker of any such disclosure, (b) uses reasonable efforts to ensure that all Confidential Information that is so disclosed will be accorded confidential treatment, and (c) furnishes only that portion of the Confidential Information which it is advised by counsel is legally required.
7. The Potential Purchaser understands and acknowledges that neither Seller nor Broker make any representation or warranty (express or implied) as to the truth, accuracy or completeness of the Confidential Information. The Potential Purchaser agrees that neither Seller nor Broker shall have any liability to the Potential Purchaser, the Related Parties or any of their respective representatives relating to or arising from their use (individually or collectively) of the Confidential Information or for any errors therein or omissions therefrom.
8. 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.
9. For purposes of this Letter of Confidentiality, the term “purchase” or “sale” of the Property or other similar language in this Letter of Confidentiality 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.
10. [The Potential Purchaser hereby represents and warrants to Seller 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 that no broker represents Potential Purchaser or will represent Potential Purchaser in connection with any possible sale or other transaction concerning the Property other than Broker, and agrees to indemnify and hold harmless Seller 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, 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.]
11. In the event of any breach (or threatened breach) of this Letter of Confidentiality by the Prospective Purchaser, the Related Parties or their representatives, 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 to injunctive and other equitable relief in the event of a breach (or threatened breach) of any provision of this Letter of Confidentiality. 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 Letter of Confidentiality and/or its enforcement.
12. This Letter of Confidentiality shall be governed by and construed in accordance with the laws of the State of California.
13. In the event that any party hereto brings a judicial action or proceeding for a declaration of the rights of the parties under this Letter of Confidentiality, for injunctive relief, for an alleged breach or default, or for any other

Confidentiality Agreement
27202 & 27220 West Turnberry Lane
Page 3 of 3

action related to the prosecution or defense of any claim, dispute or controversy between the parties arising out of this Letter of Confidentiality, whether or not suit is filed or prosecuted to final judgment, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other court costs incurred and any other damages or relief awarded.

14. This Letter of Confidentiality 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 Letter of Confidentiality. The parties have not made any other agreement or representation with respect to such matters.

If the Potential Purchaser is in agreement with the foregoing, please sign and return this Letter of Confidentiality to:

E-mail: Shirley.Wetenkamp@cbre.com & Leslie.Hummel@cbre.com

AGREED AND ACCEPTED:

By: _____

Email Address: _____

Printed Name: _____

Date: _____

Company Name: _____

Phone Number: _____

Address: _____

Fax Number: _____
