



Confidentiality Agreement and Agreement For Release of Evaluation Material and Waiver Of Claims

This Confidentiality Agreement and Agreement for the Release of Evaluation Material and Waiver of Claims ("Agreement") is dated _____ by _____ (Buyer) as regards the _____ (Property) located at _____ owned by _____.

1. Evaluation Material Representatives

Buyer is evaluating certain property owned by Owner for the purpose of purchasing/leasing the property from Owner (the "Transaction"), and, to assist Buyer in evaluating a possible transaction with Owner, Owner is prepared to make available to the Buyer certain confidential, non-public or proprietary information concerning the property and the tenants (the "Evaluation Material"). As a condition to the Evaluation Material being furnished to the Buyer and its Representatives, Buyer agrees to treat the Evaluation Material in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth.

2. Excluded Information

The Evaluation Material shall not include information that: (a) is or become publicly available other than as a result of acts by Buyer in breach of this Agreement; (b) is in Buyer's possession before disclosure by the Owner or is independently derived by Buyer without the aid, application or use of the Evaluation Material; (c) is disclosed by Buyer by a third party on a non-confidential basis; or (d) counsel for buyer advises must be disclosed by law.

3. Non-Disclosure of Evaluation Material

Buyer and its Representative shall use the Evaluation material solely for the purpose of evaluation a possible transaction with Owner. Buyer shall keep the Evaluation Material confidential and shall not disclose and of the Evaluation Material in any manner whatsoever, provided, however, that (a) Buyer may make any disclosure of information contained in the Evaluation Material to which Owner gives its prior written consent; and (b) any information contained in the Evaluation Material may be disclosed to Buyer's representative who need to know that information for the purpose of evaluating a possible Transaction with Owner and who agree to keep that information confidential. Buyer shall be responsible for any breach of this Agreement by any of its Representatives.



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4. Return of Evaluation Material

Promptly upon written request of Owner, Buyer will return all copies of the Evaluation Material to the Owner.

5. Representation

It is also agreed by the undersigned that all inquiries, negotiations, offers, proposals and any correspondence to the owners or lien holders shall be conducted exclusively through Coastal Pacific Real Estate.

6. Duration

This Agreement shall remain in force for Two (2) years from the date signed below.

7. Disclaimer of Warranty

Neither Owner nor its Representatives has made or makes any representation nor warranty regarding the accuracy or completeness of the Evaluation Material. Buyer agrees that neither Owner nor its Representatives shall have any liability to Buyer or any of its representatives resulting from Buyer's use of the Evaluation Material, except as may be expressly set forth in a definitive written agreement, between the parties hereto with respect to a Transaction in accordance with the terms hereof.

8. Release & Waiver of Warranties and Claims

Except as set forth herein, Buyer expressly acknowledges that the Evaluation Material is being provided solely as a courtesy and without any representation or warranty of any kind. As part of Buyer's agreement to accept and use the Evaluation Material by Owner, BUYER HEREBY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS, CLAIMS, CAUSES OF ACTION OR DEMAND BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE EVALUATION MATERIAL.



9. Due Diligence

Buyer acknowledges the sale of the Property may be subject to approval of the court and/or lien holders and that they will be conducting due diligence with regard to the Property and that such due diligence is the sole responsibility of Buyer. Buyer shall at all times conduct its due diligence review, inspections, and examinations in a manner so as to not cause damage, loss, cost or expense to Owner, the Property, or the lien holders of the Property and so as not to interfere with or disturb any lien holder of the Property, and Buyer will indemnify, protect, defend, and hold Owner and the Property harmless from and against any such cancellation of the Agreement. Without limitation on the foregoing, in no event shall Buyer contact any lien holder of the Property without Owner's express written consent. Owner shall have the right, at its option, to cause a representative of Owner to be present at all inspections, reviews and examinations conducted hereunder.

10. Remedies

Buyer acknowledges that if this Agreement is breached, Owner could not be made whole by monetary damages. Accordingly, Owner, in addition to any other remedy to which it may be entitled by law or in equity, shall; be entitled to an injunction to prevent breaches of this Agreement, and to an order compelling specific performance of this Agreement. Buyer shall reimburse Owner for all costs and expenses, including: reasonable attorney's fees incurred by Owner successfully enforcing the obligations of buyer and its Representatives hereunder.

11. Miscellaneous

A. Notices

Any notices, requests, demands or communications between the parties hereto shall be in writing and demand given when received, whether hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, or sent by overnight, guaranteed-delivery courier to such party at its address set forth below or at such other address as such party shall hereinafter furnish in writing:

Owner: _____

Attn: _____



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Buyer: _____

Attn: _____

B. Assignment; Binding Effect

All of the covenants, conditions and obligations contained in the Agreement shall be binding upon and inure to the benefit of the respective successors, permitted to assigns and designees of Owner, and successors of Buyer. Buyer may not assign this agreement.

C. Severability

If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of the Agreement shall not be affected thereby, and every provision if this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

D. Headings

The headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any article or section of this agreement.

E. Survival

Except as otherwise provided in this Agreement, Owner and Buyer agree that the covenants, warranties and representations contained herein shall survive the completion of the service and the termination of this Agreement.

F. Waiver

Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.

G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.



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H. Entire Agreement; Modification

This Agreement constitutes the entire agreement of the parties concerning its subject matter. There are no promises or other agreements oral or written, express or implied, between them other than as set forth in this Agreement concerning the subject matter of this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by duly authorized representatives of Owner and Buyer.

IN WITNESS WHEREOF the Buyer has caused this Agreement to be duly executed as of the date set forth above.

BUYER

By: _____
Its: _____

Date: _____

BROKER

By: _____

Date: _____