

CONFIDENTIALITY AGREEMENT

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THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by and between McKee Commercial ("Broker"), and _____ ("Buyer") regarding the Properties known as: **8321 & 8323 La Mesa Blvd. & 8342 - 8350 La Mesa Blvd., La Mesa, CA 91942** ("Property"). The obligations of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker's agreement with the Owners.

BUYER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. Much of the information to be provided is non-public, highly-confidential and/or proprietary in nature (collectively "Information") and is being disseminated only to those potential Buyers who sign this Agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. Non-disclosure of Information: Buyer will not disclose, permit the disclosure of, release, disseminate or transfer any of the Information obtained from Broker or Owner to any other person or entity except as permitted herein. If Buyer is a corporation, partnership, limited liability company, investment trust, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who need to know the Information, and who are specifically aware of the Agreement and agree to be bound by it.
2. This Agreement applies to all Information about the Property received from Broker or Owner, now or in the future, which is not readily available to the general public. Buyer understands that all Information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
3. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property and shall not at any time or in any manner be used for any other purpose.
4. Buyer shall not contact directly any persons concerning the Property, other than Broker, without Broker's or Owner's written permission. Such persons include, without limitation, Owner's employees, suppliers and tenants.
5. Buyer acknowledges that it is a principal and not an agent or acting on behalf of any other party in conjunction with the purchase of the Property. Buyer acknowledges that it is not working with any other broker or agent other than the Broker and agent named below in connection with the Property.
6. Neither Broker nor Owner make any representations or warranty, express or

implied, as to the accuracy or completeness of any Information provided by them. Buyer assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.

7. The persons signing on behalf of Buyer and Broker represent that they have the authority to bind the party for whom they sign.

8. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

9. Return of Documents: Upon review of Information provided, if Buyer no longer has an interest and does not wish to pursue negotiations leading to this acquisition, Buyer agrees to return in a timely fashion all Information provided in its original form to McKee Commercial. With respect to information sent via e-mail, Buyer will permanently delete all such electronic data. Photocopying, scanning, e-mailing to parties not covered by this agreement or other duplication is strictly prohibited.

BUYER

Name: _____

Company/Title: _____

Signature: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

BUYER'S AGENT (IF APPLICABLE)

Name: _____

Company/Title: _____

Signature: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

BROKER: McKee Commercial

Listing Agent: Keith Herbert, CADRE# 0189129

Address: 1001 B Ave., Suite 206

Phone (619)642-2711 x205

City/State/Zip: Coronado, CA 92118

Email: kherbert@mckeecompany.com