

CONFIDENTIALITY AGREEMENT

RE: 1500 & 1572 Los Padres Boulevard, Santa Clara, California

Thank you for your interest in possibly acquiring the Property. This letter agreement (the "Agreement") will confirm and set forth the understanding and agreement concerning certain materials, which Prime Commercial, Inc. will make available to the Prospective Buyer for review and evaluation in connection with such potential purchase by the Prospective Buyer of the Property. Prime Commercial, Inc. has available for the Prospective Buyer's review and evaluation certain information concerning the Property which may include various papers, documents, data, plans and other materials, portions of which may be included in a package or brochure (collectively, the "Evaluation Materials"). The Owner is prepared to entertain an offer from the Prospective Buyer and allow Prime Commercial, Inc. to furnish the Evaluation Materials to the Prospective Buyer in connection with discussions and negotiations concerning a possible transaction involving the Property. However, any such discussions and deliveries will be on the express condition that the Prospective Buyer agrees, in writing, to (i) maintain the Evaluation Materials strictly confidential, and (ii) make the covenants, representations and warranties set forth in this Agreement.

Therefore, the Prospective Buyer hereby covenants, represents and warrants as follows:

1. The Evaluation Materials furnished to the Prospective Buyer will be used by the Prospective Buyer for no purpose other than evaluating a possible transaction involving the Prospective Buyer, as a principal, exclusively for its own account, and not as a broker, finder or similar agent for any other person. Therefore, the Prospective Buyer covenants, represents and warrants (i) to keep and maintain all Evaluation Materials (other than information which is a matter of public record or is provided in other sources readily available to the public, in each instance other than due to a breach of the provisions of this Agreement or any other similar confidentiality agreement) strictly confidential, (ii) not to disseminate or otherwise publish the Evaluation Materials or any information contained therein to any other parties not considered the Prospective Buyer, (iii) not to copy, reproduce or otherwise duplicate any of the Evaluation Materials, and (iv) to use the Evaluation Materials solely for the purpose of evaluating whether or not the Prospective Buyer will acquire the Property from the Owner. To effectuate such strict confidentiality, the Prospective Buyer shall maintain the Evaluation Materials in a separate file marked "CONFIDENTIAL". For purposes of this Agreement, the signatories to this Agreement, on behalf of the Prospective Buyer, hereby covenant, represent and warrant that each of their officers, employees, consultants, legal counsel and representatives to whom the Evaluation Materials will be disclosed are bound by the terms of this Agreement. The Prospective Buyer shall, at all times, be responsible for ensuring the Evaluation Materials are not disclosed, published or otherwise disseminated to third parties, any regulatory agencies or any other entity, person or governing body, except as expressly permitted herein. Notwithstanding the foregoing, such Evaluation Materials may be disclosed to the Prospective Buyer's officers and employees, as well as to its outside legal counsel, advisors, consultants, accounting firm and prospective lender, who need to know such information for the purpose of evaluating a possible purchase of the Property by the Prospective Buyer. Such third parties shall be informed by Prospective Buyer of the confidential nature of such information and shall be directed to treat and maintain the Evaluation Materials in strict confidence subject to and in accordance with the terms of this Agreement.

The Prospective Buyer hereby represents and agrees that it fully understands and appreciates that Prime Commercial, Inc. and the Owner will have no adequate remedy at law if the Prospective Buyer violates any of the terms of this Agreement. It is further understood, acknowledged and agreed that a breach of the terms of this Agreement will cause Prime Commercial, Inc. the Owner and the Property irreparable damage which is not fully compensable in monetary damages and in addition to any other rights or remedies Prime Commercial, Inc. and/or the Owner may have it is agreed that Prime Commercial, Inc. and the Owner each shall be entitled to equitable relief, to seek injunctive relief to restrain any breach or threatened breach by the Prospective Buyer, and/or specific enforcement of such terms in the event of any breach of the provisions of this Agreement and the Prospective Buyer shall not oppose the granting of such relief.

In addition, the Prospective Buyer covenants, represents and warrants that it will not disclose, without the prior written consent of Prime Commercial, Inc. and the Owner (which consent may be given or withheld in each of Prime Commercial, Inc. and the Owner's sole and absolute discretion), and the Prospective Buyer will direct any and all of your representatives who are given access to the Evaluation Materials in strict accordance with the terms hereof, not to disclose to any person (other than a person authorized hereunder), the fact that the Evaluation Materials have been made available to the Prospective Buyer, that discussions or negotiations among the Prospective Buyer and the Owner are now taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition of the Property. The Prospective Buyer hereby further agrees that the Evaluation Materials shall not be used in any manner whatsoever detrimental to Prime Commercial, Inc., the Owner and/or the Property.

2. The Evaluation Materials furnished to the Prospective Buyer will not be used by the Prospective Buyer for any purpose other than for evaluating a possible transaction between the Owner and the Prospective Buyer involving the Property.

3. Although Prime Commercial, Inc. and the Owner have endeavored to include in the Evaluation Materials information known to them which they believe to be relevant for the purpose of the Prospective Buyer's evaluation of this potential acquisition, the Prospective Buyer understands, acknowledges and agrees that each Prime Commercial, Inc. and the Owner do not make any representation or warranty (and specifically disclaims any express or implied warranty) as to the accuracy or completeness of the Evaluation Materials or as to the ability of the Prospective Buyer or any other party to rely thereupon. The Prospective Buyer covenants, represents and warrants that each of Prime Commercial, Inc. and the Owner shall not have any liability to the Prospective Buyer nor any of its partners, members, property managers, officers, employees and representatives in any manner arising from the use of or reliance on the Evaluation Materials by the Prospective Buyer or its partners, members, property managers, officers, employees and/or representatives. The Prospective Buyer further acknowledges and agrees that it is solely the Prospective Buyer's responsibility to conduct investigations of the condition of the Property to determine the presence or existence of any hazardous materials, toxic substances and similar contaminants and pollutants.

4. Prime Commercial, Inc. and the Owner hereby reserve the right, in their sole discretion, to negotiate with any party, sell to any party, or withdraw the Property from the market, all without incurring any liability to the Prospective Buyer.

5. The Prospective Buyer covenants, represents and warrants to return all Evaluation Materials to Prime Commercial, Inc. and the Owner (as directed by Prime Commercial, Inc. and the Owner) immediately upon the request of Prime Commercial, Inc. or the Owner and not to retain any copies,

extracts or other reproductions, in whole or in part, of such Evaluation Materials and any other written material containing or reflecting any information of the Evaluation Materials. Additionally, all documents, memoranda, notes, other writings and recordings whatsoever prepared by the Prospective Buyer based on the information in the Evaluation Materials shall be destroyed, and such destruction shall be certified in writing to the Owner by an authorized officer of the Prospective Buyer supervising such destruction.

6. The Prospective Buyer shall not and may not assign its rights, obligations and interest in this Agreement to any other person or entity, without first obtaining each of Prime Commercial, Inc.'s and the Owner's written consent thereto. Any attempted assignment in violation of the foregoing provisions shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

7. If for any reason, any provision of this Agreement shall be held to be unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement. No failure, partial exercise or delay of Prime Commercial, Inc. or the Owner, as applicable, in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any of the parties hereto resorts to legal counsel in order to enforce, construe or interpret the terms and conditions of this agreement, the prevailing party in any litigation relating to or arising therefrom shall be entitled to their attorney's fees and all costs and expenses relating thereto.

9. This Agreement expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the subject matter hereof. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either expressed or implied, except as may be set forth herein. Any and all future modifications of this Agreement will be effective only if it is in writing and signed by the parties hereto. The terms and conditions of any and all future modifications of this Agreement shall supersede and replace any inconsistent provisions in this Agreement.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed originals, and all of which taken together shall constitute one instrument.

Prime Commercial, Inc. is providing you with this Agreement as a condition to the commencement of the Prime Commercial, Inc.'s and the Owner's dealings and negotiations with the Prospective Buyer for the acquisition of the Property. Please sign and return a copy of this Agreement where indicated to confirm your agreement and acceptance of the terms hereof.

Respectfully Submitted

Prime Commercial, Inc.

Doug Ferrari Dixie Divine

Principal CEO/Broker

**AGREED AND ACCEPTED:
PROSPECTIVE BUYER:
BUYER**

Company: _____

Contact: _____

Address: _____

Signature: _____

Title: _____

Date: _____

Phone: _____

Facsimile: _____

E-mail: _____

BROKER:

Company: _____

Contact: _____

Address: _____

Signature: _____

Title: _____

Date: _____

Phone: _____

Facsimile: _____

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