



Confidentiality/TRI Registration Agreement

TRI Commercial Real Estate Services, Inc. ("TRI") has offered to provide you (the undersigned potential purchaser) certain information regarding a property that may be available for purchase, located at () in (), California ("the Property").

TRI will make available, for your review, certain information concerning the Property (collectively the "Information"). You agree that TRI will not make such Information available to you unless you have executed this letter and thereby agreed to be bound by its terms. TRI is prepared to provide the Information for your consideration subject to the conditions set forth below:

1. All information relating to the Property, which may be furnished to you by TRI, shall continue to be the property of the TRI. The Information will be used by you solely for the purpose of evaluating the possible acquisition of the Property and may not be copied or duplicated without TRI's consent. The Information must be returned to TRI immediately upon TRI's request, or when you decline to make an offer for the Property or terminate any discussions or negotiations with respect to the purchase of the Property.
2. Without the prior written consent of TRI, you will not make any Information available, or disclose any of the contents thereof, to any person; provided, however, that the Information may be disclosed to your partners, affiliated entities, directors, employees, legal counsel and institutional lenders, who need to know such information for the sole purpose of evaluating the potential purchase of the Property by you. Your partners, directors, employees, consultants, advisors, legal counsel and institutional lenders shall be informed by you of the confidential nature of the Information and shall be directed by you to keep all the Information strictly confidential in accordance with this agreement.
3. You acknowledge that you are a principal or acquisition advisor and not an agent of or acting on behalf of any other party in connection with the purchase of the Property. You acknowledge that you have not had any discussions regarding the Property with any broker or agent other than TRI, except as set forth in the following paragraph.
4. You understand that TRI has obtained or compiled the information from other sources and that TRI makes no representation or warranty as to the accuracy or completeness of the Information. You agree that TRI shall have no liability to you resulting from the use of the Information by you. You also understand that the Information contains certain documents that are described in summary form. The summaries do not purport to constitute either a legal analysis of the provisions of the document or to be complete, accurate descriptions of the full documents involved. You are expected to examine all original documents independently.
5. TRI does not have an exclusive listing on the property, and that the owner reserves the right, in its sole discretion to accept or decline any offers, regardless of price and terms.
6. This agreement shall be governed by, and construed in accordance with, the laws of California.

POTENTIAL PURCHASER CONFIRMED AND AGREED:

(Company)

(Name)

(e-mail)

(Address)

(Telephone)

(Fax)

(Date)