

CONFIDENTIALITY AGREEMENT

Yoav Ben-Shushan
Starboard TCN Worldwide Commercial Real Estate
33 New Montgomery, Suite 1230
San Francisco, CA 94105

RE: Thrift Town Building, San Francisco CA 94110 (herein "Property")

Fellow Brokers:

You have been advised that Starboard TCN Commercial Real Estate ("Starboard") is acting as exclusive agent for the owner/seller (herein "Owner") in connection with a possible sale of the above-referenced property. This will serve to confirm our understanding and agreement concerning materials which you will make available to us for study in connection with our possible purchase of the Property.

_____ ("Prospective Purchaser") has authorized _____ ("Broker") as its Broker for the purchase of the Property.

In Starboard's capacity as exclusive agent, Starboard has available for study 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 (hereinafter referred to as the "Evaluation Material"). On behalf of the Owner, Starboard is prepared to deal with Broker and furnish the Evaluation Material to him in connection with discussions and negotiations concerning a possible transaction involving the Property on the condition that we agree (Prospective Purchaser and Broker) to treat it in a confidential manner and make the representations and agreements herein provided. Therefore, we hereby represent and agree as follows:

1. The Evaluation Material furnished to us shall be used by us for no purpose other than evaluating a possible transaction involving the Prospective Purchaser as a principal, exclusively for its own account, and not as a broker, finder or similar agent for any other person. Therefore, we agree to keep all Evaluation Material (other than information which is a matter of public knowledge or is provided in other sources readily available to the public) strictly confidential, provided, however, that such Evaluation Material may be disclosed to the Prospective Purchaser's officers, or employees, as well as to its outside counsel, accounting firm and financial institution, who need to know such information for the purpose of evaluating a possible purchase of the Property by Prospective Purchaser. Such third parties shall be informed by Prospective Purchaser of the confidential nature of such information and shall be directed to treat the Evaluation Material with strict confidence subject to and in accordance with this agreement. We agree not to copy or duplicate the Evaluation Material.

We agree that the Owner or Starboard shall have no adequate remedy at law if we violate any of the forms at this Agreement. In such event, the Owner or Starboard will have the right, in addition to any other right the Owner or Starboard may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms.

In addition, we agree that we will not disclose, without the prior written consent of Owner, and we will direct those of the Prospective Purchaser's representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose any person (other than a person authorized hereunder), the fact that the Evaluation Material has been made available to us, that discussions or negotiations among us, the Owner and Starboard 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.

2. It is expressly understood that the Broker shall not be entitled to any commission whatsoever with respect to an offer to purchase from Prospective Purchaser where, when submitted to Owner, shall for any reason be rejected by Owner. It is further expressly understood that Broker shall not be entitled to any commission whatsoever with respect to our executed contract between Owner and Purchaser which shall, for whatever reason, not be consummated. Owner reserves the right, in its sole discretion, to negotiate with any party, sell to any party or withdraw the Property from the market, without incurring any liability to Broker for payment of a commission except as provided herein.
3. Although Starboard has endeavored to include in the Evaluation Material information known to it which it believes to be relevant for the purpose of our investigation, we understand and acknowledge that neither Starboard nor the Owner make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. We agree that neither Starboard nor the Owner shall have liability to us or any of our representatives resulting from the use of or reliance on the Evaluation Material by us or our respective representatives and agents. We acknowledge that Starboard is not responsible to determine whether toxic or hazardous wastes or substances or other undesirable materials are present at the Property. We acknowledge that it is solely our responsibility to conduct investigations to determine the presence of such materials.
4. Prospective Purchaser warrants and represents that, except for Broker, it is not represented by any broker, finder or similar agent (other than Starboard) for commissions, fees and other compensation relating to the proposed or actual transaction involving the Property and Prospective Purchaser, its affiliates, successors, assignees or nominees; and acknowledges that Starboard, in its capacity as exclusive agent for the Owner, has no power or authority in any way to bind the Owner with respect to a transaction involving the Property and that the Owner shall in no way be bound or be deemed to have agreed to any transaction or the terms and conditions thereof until such time as the Owner has executed and delivered a written agreement with Prospective Purchaser under terms and conditions that are acceptable to the Owner, in its sole and absolute discretion.
5. Should the Prospective Purchaser be successful in acquiring the Property at close of escrow, Seller shall pay the Broker a commission of **one percent (1%)** of the gross sale price at closing.
6. This agreement embodies the full understanding of the parties and may not be changed orally.
7. This agreement shall be governed and construed in accordance with the laws of the State of California.

We are providing you with this agreement as a condition to the commencement at our dealings and negotiations with Starboard and Owner. Please sign and return a copy of this agreement where indicated to confirm your receipt and acknowledgment of the terms hereof.

Very truly yours,

AGENT:
 Name: _____
 Company: _____
 Address: _____
 City: _____ St: _____ Zip: _____
 Telephone: _____
 Fax #: _____
 Email: _____
 Signature: _____

PROSPECTIVE PURCHASER:
 Name: _____
 Company: _____
 Address: _____
 City: _____ St: _____ Zip: _____
 Telephone: _____
 Fax: _____
 Email: _____
 Signature: _____

