



Commercial Real Estate Services, Worldwide.

Confidentiality Agreement

NAI Capital, Inc. ("NAI Capital") has been retained by Ventura Gaviota, LLC (the "Owner") with respect to the offering of 16001 Ventura Boulevard, Encino, CA (the "Property") for sale (hereinafter referred to as the "Transaction"). The Owner has indicated that all inquires and communication with respect to the contemplated Transaction be directed to NAI Capital. All fees due NAI Capital in connection with the Transaction of the Property shall be paid by the Owner.

NAI Capital has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). NAI Capital will not disclose such Informational Materials to a Potential Purchaser (hereinafter referred to as a "Potential Purchaser") unless and until said Potential Purchaser has executed this agreement. Upon NAI Capital's receipt of this executed agreement, NAI Capital is prepared to provide the Informational Material for the Potential Purchasers' consideration in connection with a possible Transaction subject to the following conditions.

1. All Informational Materials pertaining to the Property which may be furnished to a Potential Purchaser by NAI Capital shall continue to be the property of the Owner and NAI Capital. The Informational Materials will be used solely for the Potential Purchaser and may not be copied or duplicated without NAI Capital's written consent, which consent may be refused in NAI Capital's sole discretion, and must be returned to NAI Capital immediately upon NAI Capital's request or when the Potential Purchaser terminates negotiations with respect to the Property.
2. Informational Materials may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the sole purpose of evaluating the potential Transaction.
3. The Potential Purchaser understands and acknowledges that NAI Capital and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to NAI Capital by others and has not been independently verified by NAI Capital and is not guaranteed as to completeness or accuracy.
4. The Potential Purchaser hereby indemnifies and holds harmless NAI Capital and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this Agreement.
5. The Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. The Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion, or national origin. This agreement terminates one (1) year from the date hereof except as to written claims by Owner against Potential Purchaser prior thereto.

6. The Potential Purchaser represents that no broker or agent other than _____ represents us at this stage of the transaction. We acknowledge that NAI Capital is not acting as our agent. Therefore we will not disclose any confidential information or specific acquisition strategy to NAI Capital that may not be fully disclosed to the Owner.
7. In the event any legal action is commenced arising out of this Agreement, the parties agree as follows: (1) that it shall be heard only in the federal or state courts located in Los Angeles County, California; that (2) California law will govern; and (3) the prevailing party shall be entitled to recovery of its attorney's fees and costs of suit.

If in agreement with the foregoing, please return one original signed copy of this agreement to Steve Weiss, NAI Capital at sweiss@naicapital.com

POTENTIAL PURCHASER: ACCEPTED AND AGREED TO THIS _____ DAY OF _____ 20__

POTENTIAL PURCHASER

Company: _____

By: _____

Title: _____

Address: _____

Phone Number: _____

E-Mail Address: _____