

CONFIDENTIALITY AGREEMENT

1001 State St. | Santa Barbara, CA 93101

CONFIDENTIALITY AGREEMENT

The Seller, through Radius Commercial Real Estate (“Sales Agent”) has available for study certain information (“Evaluation Materials”) regarding **1001 State St.** in Santa Barbara, CA (the “Property”). We are prepared to furnish the Evaluation Materials to you in connection with discussions concerning your possible investment in the Property only on the condition that you agree to treat the Evaluation Materials confidentially and agree specifically as follows:

- 1.) The Evaluation Materials furnished to you will not be used for any purpose other than to evaluate a possible investment in the Property by you as a Principal or broker;
- 2.) You will not make any of the Evaluation Materials available, or disclose or distribute, either orally or in writing, any of the contents of the Evaluation Materials, to any person other than your counsel, analyst (s), equity partner(s), brokers(s), or potential lender(s) (hereinafter “Excluded Persons”);
- 3.) You will not disclosed to any person, other than Excluded Persons, either the fact that discussions or negotiations are taking place concerning a possible investment in the Property by you or any of the terms, conditions or other facts with respect to any such possible investment, including the status thereof;
- 4.) You agree that you will not contact the tenant or property management staff of the Property in connection with your review of the Evaluation Materials. Any and all questions related to the Evaluation Materials must be directed solely to Austin Herlihy and Chris Parker at Radius Commercial Real Estate.
- 5.) You acknowledge that neither the Seller, nor Radius Commercial Real Estate, nor any affiliate of either of such persons, nor any partner, director, officer, employee, agent of or consultant to any such persons (collectively, “Seller/Agent”) has made any representation or warranty as to the completeness or accuracy of the Evaluation Materials, and any representation or warranty in connection therewith is hereby expressly excluded. The Evaluation Materials provided to you are subject to change of price or terms, withdrawal from market without notice, and prior sale. You agree that the Seller/Agent shall have no liability to you resulting from the delivery to, or use by, you of the Evaluation Materials or otherwise with respect thereto, and you agree to defend, indemnify and hold the Seller/Agent harmless from and against all loss, damage or expense sustained or incurred by Seller/Agent by reason of any unauthorized distribution or disclosure of the Evaluation Materials by you or by any Excluded Person;

6.) We may elect at any time to terminate access to the Evaluation Materials, and you agree that you will, following any request by us or if you do not wish to invest in the Property, promptly redeliver to us all written Evaluation Materials and any other written material (and agree to delete any analyses contained in a database or spreadsheet type format) containing information in the Evaluation Materials and will not retain copies of such written material;

7.) You acknowledge that you have not dealt with any broker other than Radius Commercial Real Estate concerning the investment in the Property; and

8.) You acknowledge that when you make available the Evaluation Materials to any Excluded Person, you will inform such Excluded Persons of the confidential nature of the Evaluation Materials and the existence and terms of this Agreement.

Please acknowledge your agreement to and acceptance of the foregoing by signing where indicated below and returning one (1) executed copy to our attention.

ACCEPTED AND AGREED effective as of _____, 2020.

PRINCIPAL

BROKER

By: _____

By: _____

Name: _____

Name: _____

Company: _____

Company: _____

Tel: _____

Tel: _____

Email: _____

Email: _____

Mailing address: 205 E. Carrillo St., Ste. 100, Santa Barbara, CA 93101. Fax: 805.965.5300

Deliver to the attention of:

Austin Herlihy

Executive Vice President

805.879.9633

aberliby@radiusgroup.com

CA Lic. 01518112

Chris Parker

Senior Associate

805.879.9642

cparker@radiusgroup.com

CA Lic. 01887788

