

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made and agreed to by and between Christopher R. Secreto and Truson Petrilli of Marcus & Millichap Real Estate Investment Services of Seattle (“Broker”), exclusive listing broker for the Property, and _____ (“Buyer”) regarding the property known as My Storage in Oakland, CA (“Property”). The obligations of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker’s listing agreement with the Owners.

BUYER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. Much of the information to be provided is non-public, highly confidential and/or proprietary in nature (collectively “Information”) and is being disseminated only to those potential buyers who sign this agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. **Non-disclosure of Information:** Buyer will not disclose, permit the disclosure of, release, disseminate or transfer any of the Information obtained from Broker or Owner to any other person or entity except as permitted herein. If Buyer is a corporation, partnership, limited liability company, investment trust, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who need to know the Information, and who are specifically aware of the Agreement and agree to be bound by it.
2. This Agreement applies to all Information about the Property received from Broker or Owner, now or in the future, which is not readily available to the general public. Buyer understands that all Information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
3. Buyer may disclose any confidential Information provided to it by or on behalf of any Owner of or Broker on the Property (each a “Disclosing Party”) at any time to its officers, directors, employees, partners, shareholders, members, advisors, potential lenders, lenders, accounting firms, financial institutions and legal counsel (“Buyer’s Representatives”), provided that Buyer has informed the Buyer’s Representatives of the confidential nature of the Information and has directed the Buyer’s Representatives to treat the Information with strict confidence subject to and in accordance with the terms of this Agreement.
4. The restrictions set forth in the Agreement shall not apply to Information which (i) was or becomes generally available to the public other than as a result of a disclosure by Buyer or the Buyer’s Representatives, or (ii) was or becomes available to Buyer or the Buyer’s Representatives on a non-confidential basis from a source that is not bound by a confidentiality agreement with the Disclosing Party, or (iii) was within Buyer’s possession prior to it being furnished to Buyer by or on behalf of the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with the Disclosing Party, or (iv) was independently acquired by Buyer as a result of work carried out by an employee to whom no disclosure of the information has been made directly or indirectly.

5. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property and shall not at any time or in any manner be used for any other purpose.
6. Buyer, Buyer's employees or consultants and Buyer's Broker shall not contact directly any persons concerning the Property, other than Broker, without Broker's or Owner's written permission. Such persons include, without limitation, Owner's employees, vendors, suppliers and tenants.
7. Buyer, Buyer's employees or consultants and Buyer's Broker shall not go on to or tour the Property without Broker's or Owner's written permission.
8. Neither Broker nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any Information provided by them. Buyer assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
9. The persons signing on behalf of Buyer and Broker represent that they have the authority to bind the party for whom they sign.
10. This agreement shall be governed and construed in accordance with the laws of the State of California.
11. **Return of Documents:** Upon review of Information provided, if Buyer no longer has an interest and does not wish to pursue negotiations leading to this acquisition, Buyer agrees to return in a timely fashion all Information provided in its original form to Christopher R. Secreto, if requested. Photocopying or other duplication is strictly prohibited.
12. In the event any party breaches its obligations under this Agreement, the prevailing party (parties), in any lawsuit brought to enforce the provisions of this Agreement, shall be entitled to reasonable attorney's fees and costs in addition to all other remedies available to it.

BUYER: _____

Address: _____

Email: _____

Phone: _____ Fax Number: _____

BY: _____

Title: _____ Date: _____

BROKER: _____

Address: _____

Email: _____

Phone: _____ Fax Number: _____

BY: _____

Title: _____ Date: _____

****Both Buyer and Broker must sign this Confidentiality Agreement****