

CONFIDENTIALITY AGREEMENT

In connection with the consideration by _____ (“Potential Purchaser”) of a potential purchase transaction or transactions with **JAMES W. SULLIVAN, TRUSTEE OF THE MASCOLO TRUST OF 1997** (“Seller”) for certain fractional limited partnership and limited liability company interests as set forth on Exhibit “A” attached hereto (the “Interests”) offered for sale by **BRAUNCO, INC.** (“Broker”), certain financial, entity and property information is being made available with regard to the Interests (“Confidential Information”) to assist the Potential Purchaser in determining its interest in proceeding with a transaction. As a condition to Seller’s and Broker’s agreement to disclose such Confidential Information to the Potential Purchaser for its review and inspection, Potential Purchaser agrees to be bound by the terms and conditions set forth herein.

1. “Confidential Information” - shall include all information furnished to the Potential Purchaser from Seller or Broker, or their agents, employees, or representatives, relating to the Interests or the properties with which they are involved, and may include written memoranda, notes, analyses, reports, compilations, studies, agreements, or operating reports prepared by Broker or any third party which contain or are derived from information furnished to Seller concerning the Interests, whether in writing, by computer data file, email, compact disc or other medium, or any oral communications or negotiations between the parties. Confidential Information shall not include any information that (i) is or becomes available to the public, other than as a result of disclosure by Potential Purchaser through its directors, officers, employees or affiliates in contravention of this agreement; (ii) was already available to, or in the possession of, Potential Purchaser prior to its disclosure by, or at the direction of Seller or Broker; or (iii) is or becomes available to Potential Purchaser from a source not bound by any legal or other obligation prohibiting the disclosure of the Confidential Information by such source to Potential Purchaser.

2. Potential Purchaser agrees that it will use the Confidential Information exclusively for the purpose of evaluating a potential purchase of the Interests, collectively or individually. Potential Purchaser further agrees that it will not disclose any Confidential Information to any third party or permit the disclosure of any Confidential Information to any third party; provided however, that Potential Purchaser may without liability disclose Confidential Information (i) to any director, officer, employee, consultant or advisor of Potential Purchaser (“Representatives”) who needs to know such Confidential Information for the purpose of evaluating a potential purchase transaction with Seller or later administering such transaction involving Seller but not to any third party co-investor who is not a party to this Confidentiality Agreement, (ii) to Potential Purchaser’s accountants and attorneys, who are first informed of this Confidentiality Agreement and who have agreed to be bound hereby and to maintain the confidentiality of the Confidential Information in accordance with the terms hereof, and (iii) to the extent required by subpoena, judicial or administrative process, after prompt notice to Seller thereof, and consultation with Seller on the advisability of taking steps to resist or narrow such disclosure, and Potential Purchaser shall reasonably cooperate with Seller in any attempt to verify or obtain an order to confirm that the Confidential Information will be accorded confidential treatment.

3. Potential Purchaser hereby agrees that all Confidential Information will be destroyed or returned to Seller promptly upon request.

4. Potential Purchaser agrees that Seller may be irreparably and immediately harmed if any breach of this Confidentiality Agreement by Potential Purchaser were to occur. Potential Purchaser hereby stipulates and agrees that in addition to any remedies Seller may have for breach hereof, Seller may seek the remedies of injunction and specific performance for any breach of the provisions of this Confidentiality Agreement by Potential Purchaser.

CONFIDENTIALITY AGREEMENT

5. Potential Purchaser hereby agrees to indemnify and hold harmless Seller from and against all loss, liability, claim, damage and expenses (including attorney's fees) arising out of any breach of this agreement by Potential Purchaser or its Representatives. Potential Purchaser shall be responsible for enforcing the terms of this Confidentiality Agreement with respect to its Representatives. Within five (5) days of Seller's request, Potential Purchaser shall provide Seller with the names and addresses of all Representatives to whom Potential Purchaser has provided Confidential Information. Under no circumstances shall Potential Purchaser directly or indirectly communicate with any tenants, property managers, leasing agents, service contractors, lenders or lien holders or other parties with any interest in or contractual relationship affecting the Interests or the properties with which they are involved, except in the ordinary course of Potential Purchaser's business that is unrelated to the Interests or any transaction with Seller.

6. Potential Purchaser for itself and on behalf of its Representatives, acknowledges and agrees that, except as may be set forth in a fully executed, definitive purchase agreement, neither Seller nor Broker, nor their respective affiliates, agents or advisors and none of their respective officers, directors, employees, agents or controlling persons, has made or hereby makes any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information. None of the forgoing persons shall have any liability to Potential Purchaser or its Representatives relating to or arising from the use of any Confidential Information or for any errors therein or omissions therefrom. Potential Purchaser and its Representatives are not entitled to rely on the accuracy or completeness of the Confidential Information. Any projections, estimates, opinions, or financial data comprising any part of the Confidential Information may contain estimates based on assumptions, all of which are subject to change, error, omissions and withdrawal without notice, and may not represent the current or future performance of the Interests or the properties with which they are involved. The Potential Purchaser further acknowledges that Seller is an independent professional fiduciary who has been appointed by the Superior Court of the State of California for the County of Los Angeles to act in such capacity with regard to the potential sale of the Interests and as such has no independent knowledge or information regarding the Interests or the properties with which they are involved. Potential Purchaser and its Representatives agree to rely solely on their own independent investigation, analysis and appraisal and evaluation of the facts and circumstances in connection with the Interests and Potential Purchaser's decision to proceed with the purchase of any of the Interests.

7. Seller and Broker may conduct a process that may or may not result in the sale of the Interests to any party, and in such a manner as Seller, in its sole discretion may determine including, without limitation, negotiating and entering into a definitive purchase agreement with any third party without notice to Potential Purchaser. Seller reserves the right to change (in its sole discretion, at any time and without notice) the procedures relating to Seller's and Potential Purchaser's consideration for the possible sale of the Interests or any of them. This Confidentiality Agreement is not an offer to sell and shall not be construed as such. Seller is under no obligation to sell the Interests or any of them by virtue of this Confidentiality Agreement. Seller and Broker may discontinue the marketing of the Interests at any time for any reason or no reason in Seller's sole discretion and without notice to Potential Purchaser.

8. Potential Purchaser acknowledges that Broker represents Seller only. Potential Purchaser agrees that neither Seller nor Broker shall have any obligation to pay any commission, finder's fee or other compensation to any broker or any other person dealing with Potential Purchaser. Potential Purchaser shall defend, indemnify and hold harmless Seller and Broker and their agents, employees, subsidiaries, successors and assigns from and against any and all claims, disputes, litigation, demands, damages, liabilities, losses, judgments expenses, fines, contributions, charges, injuries and or costs and expenses,

CONFIDENTIALITY AGREEMENT

including reasonable attorney’s fees, relating to any claim for a commission, finder’s fee or other compensation by any broker or other person dealing with Potential Purchaser.

9. This Confidentiality Agreement shall remain in effect until one (1) year after the date that the last of the Confidential Information has been provided to Potential Purchaser.

10. This Confidentiality Agreement shall be binding upon and shall inure to the benefit of the Potential Purchaser and its respective successors and assigns. Seller and its successors and assigns shall be deemed the beneficiaries of this Confidentiality Agreement and shall be entitled to all the rights and remedies accorded to such parties at law or in equity. In the event legal action is instituted in connection with this Confidentiality Agreement or the rights and duties of any party in relation thereto, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys’ fees, either in such action or in a separate action brought for that purpose. If any provision of this Confidentiality Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain enforceable to the maximum extent allowed by law. This Confidentiality Agreement may not be amended without the written consent of all Potential Purchasers hereto. Each person executing this Confidentiality Agreement represents that he/she has full power and authority to execute this Confidentiality Agreement on behalf of the Potential Purchaser he/she represents and to bind it to the provisions hereof. The provisions hereof shall be governed by the laws of the State of California and venue for any action involved in the interpretation or enforcement hereof shall be within the state or federal court for the County of Los Angeles, State of California. Signatures sent by electronic means shall be valid as original wet ink signatures in accordance with California Civil Code Section 1633.7.

POTENTIAL PURCHASER

By: _____
Name: _____
Title: _____

RECEIVED ON _____

BRAUNCO, INC.

By: _____
Name: _____
Title: _____

CONFIDENTIALITY AGREEMENT