

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

This Confidentiality Agreement ("Agreement") is made as of February ____, 2014 by _____ (the "Receiving Party"), in favor of Fairfield Camarillo LLC, a Delaware limited liability company (the "Disclosing Party").

WHEREAS, (a) Disclosing Party is considering acquiring and developing certain real property known as **Village Gateway- Parcel 3: approximately 7.6 gross / 5.0 net acres of unimproved land located at 350 S. Lewis Road in Camarillo, CA (the "Property")**, (b) in order to facilitate a possible transaction (the "Possible Transaction") between the Receiving Party and Disclosing Party, certain planning, financial, due diligence and other materials and information, both written and oral, relating to the Property and/or Disclosing Party, its affiliates and their respective principals (collectively, the "Confidential Information") has been and/or may be disclosed to Receiving Party by Disclosing Party, its affiliates or their respective principals, employees, agents, representatives, attorneys or consultants and (c) Disclosing Party would not have considered entering into a Possible Transaction with Receiving Party, and no Confidential Information would have been disclosed to Receiving Party, without the execution and delivery of this Agreement by Receiving Party.

NOW THEREFORE, in consideration for Disclosing Party's consideration of entering into a Possible Transaction with Receiving Party and other terms and conditions, the receipt and sufficiency of all of which is hereby acknowledged by Receiving Party, Receiving Party hereby agrees as follows:

- 1. Confidentiality.** Receiving Party agrees to hold and treat all of the Confidential Information strictly confidential and, except as expressly permitted below, not to disclose to any person or entity any Confidential Information. Without limiting the above, Receiving Party agrees to take reasonable security precautions with respect to the Confidential Information, at least as great as those Receiving Party takes with respect to its own highly confidential information.
- 2. Protection.** Receiving Party agrees not to release, allow access to, or allow the use of any Confidential Information by any person or entity other than the officers, employees and consultants of Receiving Party who have a need to know the Confidential Information in order to assist Receiving Party with the evaluation of, and/or future performance relative to, the possible transaction with Disclosing Party (such individuals being referred to herein as the "Permitted Parties"). Receiving Party shall be responsible for advising each of the Permitted Parties of the confidential nature of the Confidential Information and each of the provisions of this Agreement. Receiving Party shall cause each of the Permitted Parties to hold and treat all Confidential Information strictly confidential and otherwise in a manner consistent with the provisions of this Agreement applicable to Receiving Party.
- 3. Ownership of Confidential Information.** The Confidential Information shall at all times remain the property of Disclosing Party. This Agreement shall not be construed as granting or conferring any rights, by license or otherwise, in or to any Confidential Information. The original and all copies of all Confidential Information or any part thereof shall be returned promptly by Receiving Party to Disclosing Party upon written request by Disclosing Party.
- 4. Content and Use of Confidential Information.** No representation or warranty, either express or implied, is made by Disclosing Party as to the accuracy or completeness of any Confidential Information. Receiving Party shall not, and Receiving Party shall ensure that the Permitted Parties do not, use or allow the use of any Confidential Information in any manner whatsoever detrimental to Disclosing Party, its affiliates or their respective principals or for any purpose whatsoever other than in connection with evaluating the Possible Transaction.
- 5. Event of Disclosure or Unauthorized Use.** Receiving Party shall notify Disclosing Party in writing immediately upon any disclosure or unauthorized use of any Confidential Information and shall cooperate with and assist Disclosing Party in every reasonable way to help Disclosing Party regain possession of the disclosed Confidential Information and prevent its further unauthorized disclosure and use.
- 6. Third Party Contacts.** Receiving Party shall not make any direct or indirect contact with: (a) any debtor, loan obligor, guarantor or joint venture partner involved with the Property, or **(b) the City of Camarillo or any subdivision or department thereof, without the prior written consent of Owner.**

Receiving Party's Initials: _____

7. **Limited Authorized Disclosure.** The obligations imposed upon Receiving Party hereunder shall not apply to the following:

a. information which becomes generally available to the public through no violation of this Agreement or any other confidentiality agreement entered into in favor of Disclosing Party or any of its affiliates; or

b. information which is required to be disclosed pursuant to the order of a governmental agency or a court so long as Receiving Party provides Disclosing Party with written notice of such required disclosure prior to disclosure and a reasonable opportunity to appeal the order.

8. **Indemnification.** Receiving Party agrees to indemnify, defend (with counsel acceptable to Disclosing Party), protect and hold harmless Disclosing Party, its affiliates and their respective principals, employees, representatives and agents from and against all damages, claims, demands, suits, actions, losses, costs, liabilities and expenses (including, but not limited to, attorney's fees and court costs) arising from or in connection with the failure of Receiving Party to comply with this Agreement.

9. **No Commitment to Proceed.** Notwithstanding anything to the contrary in this Agreement, the release of any Confidential Information, or otherwise, neither this Agreement nor any communication by Disclosing Party, any of its affiliates, or any other person or entity shall create any obligation on the part of Disclosing Party; this Agreement and all other communications are made based on the express understanding of Disclosing Party that, unless and until a final agreement for the Possible Transaction is fully signed and delivered by Disclosing Party and Receiving Party, (a) Disclosing Party shall have no obligation whatsoever, including, but not limited to, any obligation to negotiate any agreement for the Possible Transaction or any other agreement or document in good faith or otherwise, (b) Disclosing Party shall retain at all times the right, in its sole and subjective discretion, to reject any and proposals and other expressions of interest regarding any possible transaction (including, but not limited to, an agreement involving all or any subject matter of the Possible Transaction), (c) Disclosing Party shall retain at all times the right, in its sole and subjective discretion, to unilaterally terminate any and all negotiations with Receiving Party (and/or any of its affiliates) with or without notice, and (d) Disclosing Party shall retain at all times the right, without any restraint whatsoever, to negotiate with other parties and/or enter into any agreement (including, but not limited to, an agreement involving all or any subject matter of the Possible Transaction) or any other transaction with any other party.

10. **Non-Circumvention.** Without limiting any of the above, unless Receiving Party has obtained the prior written consent of Disclosing Party (which may be withheld in its sole and subjective discretion), Receiving Party shall not, and Receiving Party shall ensure that the Permitted Parties do not, acquire or attempt to acquire any ownership, security or other interest whatsoever (whether directly, indirectly through acquiring interests in any other entity, or otherwise) in the Property.

11. **Remedies.** Receiving Party agrees that upon any violation of this Agreement the harm suffered by Disclosing Party would not be compensated by monetary damages alone and, in addition to all other rights and remedies available to Disclosing Party, Disclosing Party shall be entitled to an injunction to stop any continued or further violation.

12. **Attorneys' Fees.** In the event that any action arises in connection with this Agreement, the non-prevailing party shall be responsible for reimbursing to the prevailing party all costs and expenses (including, but not limited to, all attorneys' fees and court costs) in addition to any other relief to which the prevailing party may be entitled.

13. **Severability.** If any provision hereof or the application thereof to any circumstance is found unenforceable, invalid or illegal, such provision shall be deemed deleted from this Agreement or not applicable to such circumstance, as the case may be, and the remainder of this Agreement shall not be affected or impaired thereby.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of California and Receiving Party hereby consents to the jurisdiction of the courts sitting in San Diego, California to adjudicate all disputes arising hereunder.

15. **Authority.** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the party for whom he or she signs.

16. **Outside Brokers.** ("Outside Broker(s)") that procure prospective buyers of the Property with the understanding that Outside Brokers will look only to the Purchaser for compensation if Outside Brokers are involved in the Sale of the Property. Broker shall be responsible for entering into a registration and confidentiality agreement with any Outside Brokers.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto (and/or any of their affiliates), and supersedes all other agreements (whether oral or written) between the parties hereto (and/or any of their affiliates), and may not be amended or modified except by a writing executed by the parties hereto.

18. **Electronic Delivery.** Any copy of this Agreement signed by Receiving Party and transmitted to Disclosing Party via facsimile, electronic mail or any other electronic method shall have a binding effect as though an executed original of this Agreement were personally delivered thereto.

19. **Survival.** This Agreement shall remain in full force and effect for a period of 2 years from the date hereof.

IN WITNESS WHEREOF, Receiving Party has caused this Agreement to be duly executed and delivered as of the date first written above.

If Receiving Party is in agreement with the foregoing, please return one signed facsimile copy and one signed original hereof to the Disclosing Party or its representative: craig@duanelevyandassociates.com

Duane Levy & Associates., Inc: 960 Westlake Blvd. Suite 202 Westlake Village, CA 91361; Attn: Craig Levy
Office: (805) 496-1985 Fax: (805) 494-0864 Mobile: (805) 469-5480

Fairfield Camarillo LLC: 5510 Morehouse Dr., San Diego, CA 92121; Attn: Larry Scott

RECEIVING PARTY:

| | | | |
|-----------------|-------|---------------------|-------|
| Company: | _____ | Address: | _____ |
| By: | _____ | City, State: | _____ |
| Name: | _____ | Phone: | _____ |
| Title: | _____ | Fax: | _____ |
| | | Email: | _____ |

OUTSIDE BROKER:

| | | | |
|-----------------|-------|---------------------|-------|
| Company: | _____ | Address: | _____ |
| By: | _____ | City, State: | _____ |
| Name: | _____ | Phone: | _____ |
| Title: | _____ | Fax: | _____ |
| | | Email: | _____ |