

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") dated this ____ day of _____ 2013, is by and between Bellann Raile of Cordes & Company, acting as Receiver of the Oxnard Industrial Partners, LLC Estate ("Receiver") and _____ ("Buyer").

AGREEMENT

Section 1. Confidential Information. Confidential Information as used in this Agreement shall include: (a) all written or electronically stored information relating to or in any way pertaining to the Assets and provided in any form on or after the date of the Schedule relating to such Asset by or on behalf of Receivership to Buyer; (b) all memoranda, notes and other documents and analyses developed by Buyer using the information described in clause (a); and (c) access to any secure web site maintained by Receiver or Receiver's advisor/broker, including any assigned user names and passwords. The term "Confidential Information" shall not include information which: (i) was, is or becomes known to the Buyer from sources not known by the Buyer to be subject to confidentiality obligations to the Receiver which would prohibit such disclosure; or (ii) was, is or becomes generally available to the public other than as a result of a disclosure by the Buyer in breach of this Agreement.

Section 2. Purpose; Limitation on Use. Buyer agrees that the terms and conditions of this Agreement shall apply to all Confidential Information provided by or on behalf of Receiver during the period referenced above without the necessity of executing subsequent additional confidentiality agreements. Each and every delivery of Confidential Information provided by or on behalf of Receiver and received by Buyer shall constitute Buyer re-affirmation and acceptance of the terms and conditions of this Agreement. Buyer agrees that its receipt and review of the Confidential Information shall be solely for the purpose of evaluating its interest in purchasing the Assets, and for no other purpose.

Section 3. Non-Disclosure. Buyer agrees to disclose the Confidential Information only to its (i) managers, members, employees, investors, partners, officers and directors (including those of its affiliates) and other advisors and sub-advisors to the funds and accounts managed by Buyers; (ii) its agents and representatives, including attorneys, accountants, third party service providers and financial advisors; and (iii) prospective co-investors, participants and capital providers (those parties referenced in (i), (ii) and (iii) defined as a "Representative" or collectively as "Representatives"), each of whom shall have a need to know the Confidential Information for the purpose set forth in Section 2 hereof. The Buyer shall inform each such Representative of the confidential nature of the Confidential Information and shall require each such Representative to maintain the confidentiality thereof upon terms no less restrictive than the terms hereof. In the event that a court of competent jurisdiction determines in a final non-appealable judgment that Buyer or its Representatives have failed in any respect to comply with this Agreement, the Buyer shall be liable to Receiver for actual damages caused thereby which may be assessed against or suffered by Receiver and Receiver's directors, officers, employees, agents and advisors, such damages to include but not be limited to reasonable attorneys' fees and costs of court.

Section 4. Confidentiality, Reproduction and Destruction of Documents. For any Asset not purchased by Buyer, Buyer shall destroy all Confidential Information, including compilations, studies, notes or other documents or records that contain or reflect Confidential Information subject in each case, to Buyer's document retention policies and applicable laws and regulations. Notwithstanding the

destruction of the Confidential Information, Buyer will continue to be bound by its obligations as set forth herein.

Section 5. Required Disclosure. If Buyer or any of its Representatives is requested, directed or required by law, rule, regulation, subpoena, court order, regulatory, administrative or judicial process to disclose the Confidential Information, Buyer or such Representative may make such disclosure without any liability hereunder provided that it shall inform such person of the confidential nature of such information and, unless prohibited by law or regulation, promptly notify Receiver, provided however, notice to Receiver is not required if the disclosure was made in the course of inspections, examinations or inquiries by federal or state regulatory agencies that have requested or required the inspection of records that contain such Confidential Information. Notice shall be in writing (email is sufficient) and shall be delivered as set forth in Section 14 hereof.

Section 6. Restrictions on Contact. Without limiting the prohibitions found in Section 3 above, until an agreement regarding the sale of an Asset is executed and delivered by Receiver and Buyer, Buyer and its Representatives shall not without the prior written consent of Receiver communicate or authorize any other person or entity to communicate regarding any Asset or the Confidential Information or Transaction relating thereto with any person or entity identified in the Confidential Information, including but not limited to, lenders, participants, borrowers, obligors and guarantors and their accountants, attorney, appraisers, tenants, managing or leasing agents, financial consultants, rating agencies, environmental consultants or engineering consultants which may be connected with or related to, or whose name is obtained from, the Confidential Information. Buyer shall not communicate with Receiver's employees, managers or attorneys regarding any Asset, except as directed or permitted by Receiver. Notwithstanding the foregoing, nothing in this Agreement shall restrict or otherwise limit the right of Receiver to communicate with any person or entity in the ordinary course of its business unrelated to the Confidential Information or the proposed Transaction.

Section 7. Accuracy and Completeness of Information. Buyer acknowledges and understands that Receiver and Receiver's broker, officers, employees, agents, attorneys and advisors have not made and do not make any representation or warranty whatsoever, express or implied, regarding the content, accuracy or completeness of the Confidential Information related to an Asset except as may be set forth in a definitive agreement executed in connection with the sale of such Asset, subject to such restrictions and limitations as may be contained therein.

Section 8. No Binding Agreement for Transaction Herein. Unless and until an agreement between Receiver and Buyer with respect to the purchase of an Asset has been executed and delivered, neither Receiver nor Buyer will be under any legal obligation of any kind whatsoever with respect to such purchase by virtue of this Agreement or any other written or oral expression with respect to such a transaction by any of the officers, employees, agents, attorneys or advisors or Receiver except, in the case of this Agreement, for the matters specifically agreed to herein.

Section 9. Liability. If the Receiver determines that Buyer or any of its Representatives has breached any provision of this Agreement, the Receiver, in its sole discretion, may seek to exercise any or all legal or equitable rights or remedies to which it may be entitled on account of Buyer's breach. The Receiver shall not be deemed to have waived any rights or remedies on account of any failure, delay or forbearance in exercising any such right or remedy in a particular instance. Buyer agrees that money damages may not be a sufficient remedy for any breach of the agreements contained herein by Buyer and/or its Representatives and the Receiver shall be entitled to seek specific performance, injunctive

relief and other equitable remedies for any such breach or threatened breach of this Agreement and Buyer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies.

Section 10. Electronic Delivery. This Agreement and each Schedule shall be valid and binding when executed by both the Buyer and the Receiver. The original thereof may be delivered by electronic means, including facsimile or email to the number/address shown below. Facsimile or other electronic signatures shall be deemed valid and binding to the same extent as an original signature.

Section 11. Term of this Agreement. This Agreement shall terminate and be of no further force or effect with respect to an Asset at the earlier of (i) the acquisition of such Asset by Buyer, or (ii) one (1) year from the date that the Confidential Information related to an Asset is received or such Schedule is executed by Buyer, provided however, that personal Confidential Information pertaining to any individual borrower, obligor or guarantor (including but not limited to such individual's social security number) shall indefinitely remain confidential. Notwithstanding the foregoing, any claim by Receiver based on a breach of this Agreement occurring prior to such acquisition shall survive termination hereof unless waived by Receiver in writing.

Section 12. Entire Agreement; Binding Authority. This Agreement, including each Schedule delivered pursuant hereto, represents the entire agreement between the Receiver and Buyer relating to the receipt, use and treatment of Confidential Information. This Agreement supersedes all other agreements which have previously been executed by the parties related to such matters. This Agreement shall apply to and be binding upon Buyer and its successors and assigns. Buyer represents that the person signing this Agreement on behalf of Buyer is fully authorized to enter into the terms and conditions of this Agreement on Buyers behalf and to legally bind Buyer hereunder.

Section 13. Governing Law; Waiver of Jury Trial. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Without giving effect to the conflicts of law principles thereof, the parties hereto irrevocably waive any and all right each may have to a trial by jury in any action, proceeding or claim of any nature relating to this Agreement. The parties hereto acknowledge that the foregoing waiver is knowing, voluntary and irrevocable.

Section 14. Notices. All notices, demands, requests and other communications required or permitted by this Agreement, to be effective, shall be given by (a) facsimile or other electronic means, including email, (b) personal delivery, (c) established overnight commercial courier with delivery charges prepaid or duly charged, or (d) registered or certified mail, return receipt requested, first class postage prepaid, to the addresses set forth below or to any other address or addressee as any party entitled to receive notice under this Agreement shall designate from time to time, by notice given to the others in the manner provided in this Section.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized signatories as of the latest of the dates shown below.

Buyer: _____

By: _____

Printed Name: _____

Title: _____

Receiver
Bellann Raile
Cordes & Company, LLC
4400 MacArthur Blvd, Suite 980
Newport Beach, CA 92660

By: _____

Printed Name: _____

Title: _____

Schedule

This Schedule, dated as _____, is the Schedule referred to in the Confidentiality Agreement dated _____, between Bellann Raile of Cordes & Company, LLC solely in her capacity as the Receiver of the Oxnard Industrial Partners, LLC Receivership Estate and Buyer. Terms used herein, unless defined herein, shall have the respective meanings given them in the Confidentiality Agreement.

Description of Asset:

See Exhibit "A"

Receiver:

Bellann Raile
Cordes & Company, LLC
4400 MacArthur Blvd., Suite 980
Newport Beach, CA 92660

By: _____

Printed Name: _____

Title: _____

Buyer: _____

By: _____

Printed Name: _____

Title: _____