

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("the Agreement") is made and agreed to by the entity or person designated as Principal below ("Principal"), and it is hereby agreed as follows:

Diamond Brothers Six Partnership, ("OWNER"), owns the Menifee Lakes Country Club, Menifee, CA (the "Property").

Z. Gordon Davidson & Associates, Inc. ("Broker") has been assigned by OWNER in connection with a possible sale of the Property.

Principal has represented to OWNER that the undersigned, acting only as a principal, may be interested in a possible purchase of the Property, and has requested access to information pertaining to the Property, whether written or oral (collectively the "Confidential Information").

In consideration of Principal's receipt of the Confidential Information, Principal and OWNER agree as follows:

1. The Confidential Information will not be used or duplicated by Principal for any purpose other than evaluating a possible purchase of the Property by Principal. Therefore, Principal shall keep the Confidential Information (other than information which is a matter of public record or is provided by other sources readily available to the public) strictly confidential. Principal shall not at any time disclose, permit the disclosure of, release, disseminate, or transfer, whether orally or by any other means, any part of such Confidential Information to any other person or entity, without the expressed prior written consent of OWNER. Principal shall be responsible for any breach of this Agreement by any of its representatives including any Related Party (as hereafter defined).

2. If OWNER does not receive an offer from Principal within 180 days after the date executed below, or if such an offer does not result in the purchase of the Property by Principal within 180 days after the date of execution, Principal shall, upon request, promptly return the Confidential Information, including any and all copies, to OWNER and Principal shall continue to be bound by the terms of this Agreement.

3. Principal agrees to refrain from making any reproductions, other than hand written summaries or notes, of any items pertaining to the Confidential Information without the prior written consent of OWNER.

4. Neither Principal nor any Related Party to Principal shall make any public announcement or acknowledgement concerning the Confidential Information, the potential purchase of the Property by Principal, or any communications between Principal and OWNER, without the prior written consent of OWNER.

5. OWNER expressly reserve the right, at their sole discretion, and without any liability whatsoever, to reject any and all expressions of interest or offers to purchase the Property, and to terminate discussions at any time, with or without notice, and with or without cause. OWNER shall have no legal commitments or other obligations to any Related Party or any person reviewing the Confidential Information.

6. Neither OWNER, nor any of their respective affiliates, agents, managers, advisors, or representatives, (i) make any representations or warranties, expressed or implied, whatsoever as to the completeness or accuracy of the Confidential Information, or (ii) shall have any liability whatsoever to Principal or any related party relating to the Confidential Information, it being understood Principal will rely solely on its own due diligence studies in determining whether or not to make an offer to purchase the Property.

7. Principal and its Related Parties agree not to communicate with any of OWNER's Property management or employees, relative to the Property without the prior written consent of OWNER.

8. In the event that Principal is a partnership or corporation, all provisions of the Agreement shall apply to all partners, officers, directors, employees, and agents of Principal, and Principal's legal and accounting firms (collectively the "Related Parties") as applicable, and Principal shall be responsible for insuring the compliance of all such parties with the terms hereof.

9. Principal hereby agrees to indemnify OWNER and to hold OWNER harmless from and against any loss, cost, expense, claim, damage or action, including reasonable attorneys' fees, arising out of any disclosure or misuse of the Confidential Information caused, permitted or tolerated by Principal or any Related Party. In addition to all other remedies of OWNER, whether in law or in equity, OWNER shall also have the right to an ex parte injunction to prohibit the dissemination of the Confidential Information by Principal.

10. Broker is the only party authorized to represent OWNER with respect to the marketing and sale of the Property, and neither OWNER nor Broker shall be obligated to pay any fees or commissions to any other advisor, broker, intermediary or representative. Principal shall be solely responsible for all brokerage commissions, finders' fees and other compensation payable to any broker, finder, representative or other person retained or used by Principal in connection with the proposed purchase and sale of the Property, and Principal shall indemnify and save harmless Broker and OWNER, along with their respective officers, directors, employees, agents and representatives, from and against any claim, demand, proceeding, judgment, loss, damage, liability or expenses, including reasonable attorney's fees and expenses, arising out of any claim or claims by any broker, finder, representative or other person for commissions, fees or other compensation relating to any proposed transaction involving the Property if and to the extent such claims are based in whole or in part on alleged dealings or agreements with Principal or any of its representatives and such

broker, finder, representative or other person. The terms of this paragraph shall survive the expiration or termination of this Agreement.

11. Principal agrees not to contact any of the entities referenced in confidential information without the expressed written permission of OWNER.

12. This Agreement shall be governed and enforceable by the laws of the State of California. OWNER shall be entitled to reasonable attorney's fees and other costs incurred in enforcing any action brought under this Agreement

13. This Agreement is the entire agreement between the parties.

Accepted and Agreed to this ___ day of _____, 2019.

PRINCIPAL: _____
Printed Name

Street

City, State, Zip

Telephone

Email

By: _____
(Signature above)