

Wells Fargo Bank, National Association
Real Estate Special Assets
301 South College Street, D1053-04A
Charlotte, NC 28288

CONFIDENTIALITY AGREEMENT

_____, 2010

Ladies and Gentlemen:

Re: Confidentiality Agreement (this “Agreement”) between _____ (together with its affiliates, the “Company” or “you”) and Wells Fargo Bank, N.A., successor-by-merger to Wachovia Bank, N.A (collectively, with any of its affiliates or subsidiaries that owns the Property (as hereinafter defined) or provides any of the Confidential Information (as hereinafter defined), “Wells Fargo” or the “Disclosing Party”)

The Company and Wells Fargo are entering into this Agreement in connection with the evaluation by the Company of a proposed sale from Wells Fargo to the Company (the “Proposed Transaction”) of a real estate property, which is described in Exhibit A attached hereto (the “Property”). To assist in the evaluation of the Proposed Transaction, the Company has requested that the Disclosing Party, via itself or third parties authorized to act on behalf of the Disclosing Party (the “Information Providers” or “Representatives”), provide the Company and its Representatives with certain Confidential Information (as hereinafter defined). In consideration of the Disclosing Party’s furnishing the Company and/or its Representatives with the Confidential Information, the Company hereby agrees, on behalf of itself and its affiliates, as follows:

1. In connection with the evaluation by the Company of the Property, it is understood that the Disclosing Party and the Information Providers are prepared to furnish the Company and its Representatives with oral and written information concerning the Property. All such information, regardless of the manner in which it is furnished to the Company and its Representatives shall, except as otherwise permitted hereunder, be kept confidential by the Company and its Representatives. This information is hereinafter referred to as the “Confidential Information”. The term “Confidential Information” shall not be deemed to include, and this Agreement shall not apply to, information which: (i) was already in the Company’s or its Representatives’ possession prior to the date of execution of this Agreement, (ii) is or becomes publicly available through a source other than the Company or any of its Representatives or from any other party that was subject to a confidentiality agreement; or (iii) is requested or required to be disclosed pursuant to a subpoena, civil investigative demand (or similar process), order, statute, rule or other legal requirement promulgated or imposed by a court or by a judicial, regulatory, self-regulatory or legislative body. For the purposes hereof, the “Representatives” of each party hereto (each, a “Party”; and collectively, the “Parties”) shall mean each such Party’s officers, directors, controlling persons, employees, agents, affiliates, advisors and representatives, including, without limitation, attorneys, accountants, consultants, financial advisors, co-investors and sources of financing for the Proposed Transaction.

2. The Company acknowledges that the Disclosing Party may have been discussing the Proposed Transaction with the Company and other interested parties and that Disclosing Party reserves the right to make the sole determination as to whether or not to proceed with any one of them or none.

3. The Company acknowledges that various reports, studies or surveys regarding the Property prepared by the Information Providers, to the extent included in the Confidential Information, are for informational purposes only, without any express or implied representation or warranty, as to the accuracy or completeness of the Confidential Information, and should not be relied upon for any purpose. The Company shall have no right to rely upon the conclusions or other data set forth in such reports and shall have no recourse against the Disclosing Party or Information Providers in the event of any errors therein or omissions therefrom.

4. The Company agrees that the Confidential Information will (i) be kept confidential by the Company as provided herein, and (ii) be disclosed only to Representatives for the purpose of such evaluation by the Company. The Company further agrees that any Representative shall be informed by the Company of the confidential nature of the Confidential Information, shall be directed by the Company to treat such Confidential Information confidentially and, in any event, the Company shall be responsible for any disclosure by any Representative contrary to the terms hereof.

5. The Company acknowledges that monetary damages and/or other remedies at law may be inadequate to protect the Disclosing Party against a breach of this letter agreement by the Company or its Representatives. The Company therefore agrees that in respect of any breach or threatened breach of this letter agreement by the Company or its Representatives, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for such breach, without prejudice to the rights and remedies otherwise available to Disclosing Party and which remedies shall be in addition to any other remedies which the Disclosing Party may have at law or in equity.

6. The Company acknowledges and agrees that, until a definitive agreement regarding the Proposed Transaction has been executed by each Party, neither Party nor any of its Representatives are under any legal obligation and shall have no liability to each other of any nature whatsoever (except as specifically set forth in this Agreement) with respect to the Proposed Transaction by virtue of this Agreement.

7. At any time upon the earlier of: (i) written request of the Disclosing Party; or (ii) termination of this Agreement for any reason other than a closing of the Proposed Transaction, the Company shall either (and shall direct your Representatives to either) (i) return to the Disclosing Party all Confidential Information (and all copies thereof) or (ii) destroy all Confidential Information (and all copies thereof). Notwithstanding the foregoing, the Company and its Representatives may retain copies of any such Confidential Information and materials to the extent Company or its Representatives are required to do so by any applicable legal, fiduciary or regulatory obligation or document retention policy, or if the Company purchases the Property. Any copies of Confidential Information retained either in accordance with the paragraph shall remain subject to the provisions of this Agreement and the Company shall continue to comply with such provisions as to those retained copies, notwithstanding the termination of this Agreement for any reason other than a closing of the Proposed Transaction. This paragraph shall survive termination of this letter agreement for any reason other than a closing of the Proposed Transaction.

8. The Company agrees that in connection with its evaluation of the Property, that it will not communicate directly or indirectly with employees or representatives of the U.S. Fish & Wildlife Service, the California Department of Fish & Game, the Santa Ana Regional Water Quality Control Board or the Spirit of the Sage without receiving written authorization from the Disclosing Party.

9. Unless otherwise extended in writing by both parties, this Agreement shall terminate upon the earlier to occur of (i) the closing of the Proposed Transaction, or (ii) one year from the date hereof.

10. This Agreement contains the entire agreement between the Parties concerning the confidentiality of the Confidential Information, and no modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon either Party, unless approved in writing by each Party, which writing shall refer specifically to this Agreement.

11. This Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement.

If the foregoing accurately sets forth our understanding, please indicate your concurrence by signing in the space provided below and returning one copy of this letter to the undersigned.

Very truly yours,

**WELLS FARGO BANK, N.A.,
SUCCESSOR-BY-MERGER TO
WACHOVIA BANK, N.A**

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the _____ day of _____, 2010:

Company Name: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

Description of Property

Project Name: Etiwanda Heights, Tentative Map 16072

Address: City of Rancho Cucamonga, California

The above list shall constitute the revised Exhibit A for purposes of the Confidentiality Agreement, dated as of _____, between Wells Fargo and the undersigned.

By: _____

Name: _____

Title: _____