CONFIDENTIALITY AGREEMENT

The undersigned has been advised that the Owner is furnishing information for the commercial property comprised of approximately 3,800 square foot building on an approximately 6,300 square foot lot, located at **(7509-13 Herschel Ave., La Jolla, CA 92037, APN# 350-622-08-00)** ("the Property"). All inquiries and communications with respect to the contemplated sale of such Property shall be directed to Capital Growth Properties, Inc. ("CGP"). The Owner shall pay all fees due to Capital Growth Properties, Inc. in connection with the sale of the Property. The undersigned acknowledges that any other fees due to brokers for the undersigned's representation will not be the responsibility of the Owner or Capital Growth Properties, Inc. The undersigned hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Property.

On behalf of the Owner, CGP may make Confidential Information available to the undersigned upon execution of this Confidentiality Agreement, including, without limitation, the asking price, lease term summaries, rent roll, operating statements, financial information, due diligence materials, and other non-public information relating to the Property. The Confidential Information is intended solely for your use in considering whether to pursue negotiations to acquire the Property. This is not an agreement to sell the Property. No agreement binding upon the Owner of the Property, or any of its associated affiliated companies, shall be deemed to exist, at law or equity, until the Owner of the Property enters into a formal binding agreement of sale.

The Evaluation material may or may not provide an accurate summary of the Property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information that a prospective investor may need or desire. All financial projections are based on assumptions relating to the general economy, competition and other factors beyond the control of CGP, and therefore are subject to material variation. This Evaluation material does not constitute an indication that there has been no change in the business or affairs of the Property since the date of preparation of the Evaluation material. Additional information and an opportunity to inspect the Property will be made available to interested and qualified prospective buyers.

Neither CGP nor any of its respective officers, agents or principals has made or will make any representation or warranties, expressed or implied, as to the accuracy or completeness of this Evaluation material or any of its contents, and no legal commitment or obligation shall arise by reason of the Evaluation material or its contents. Analysis and verification of the information contained in the Evaluation material is solely the responsibility of the prospective buyer.

The Confidential Information contains brief, selected information pertaining to the business and affairs of the Owner, and has been prepared by CGP from information supplied by the Owner or the Owner's agent. It does not purport to be all-inclusive or to contain all the information that a prospective purchaser may desire. Neither CGP nor the Owner make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto.

By accepting the Evaluation material, you agree that you will hold and treat it in the strictest confidence and will not reproduce, distribute, or disclose the Evaluation material or any of its contents to any other entity without prior written authorization of CGP, except to outside advisors retained by you, if necessary to assist in your determination of whether or not to make a proposal, provided that such advisors agree to be bound by the terms of this Confidentiality Agreement. You further agree that you will not use the Evaluation material or any of its contents in a manner detrimental to the interests of the Owner or CGP. All Evaluation materials shall remain the property of CGP and shall be returned to CGP upon request.

Company:_____ Address:_____

Signature:_____ _____

Name (Print):_____ Phone:_____

Title:_____ Facsimile:_____

Date:_____ E-Mail Address:_____

DUE DILIGENCE REQUEST

If you would like to receive additional due diligence for the Property, please complete the above and return via email to tlaw@cgpincre.com