

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into on _____, 2010 by and between CB RICHARD ELLIS, INC., a Hawaii corporation ("CBRE"), whose address is 1003 Bishop Street, Suite 1800, Honolulu HI 96813 acting on behalf of Newfair Investments, LLC. ("Owner"), and prospective buyer ("Buyer") and or lessee ("Lessee"), whose name and address appear at the end of this Agreement.

RECITALS:

A. Owner owns certain real and personal property interests located on the Island of Oahu, known as 2277 Kamehameha Hwy. otherwise identified as TMKs (1) 1-2-013-006 (the "Property"). CBRE has been retained by Owner to serve as Owner's broker for the sale or lease of the Property.

B. Buyer and/or Lessee may express an interest in purchasing or leasing the Property from Owner, and would like to request that it be provided with information regarding the Property. Owner is unwilling to provide Buyer and/or Lessee with any information absent Buyer's or Lessee's agreement to keep such information strictly confidential.

NOW, THEREFORE, in consideration of the covenants and mutual premises herein contained, the parties hereto do hereby agree as follows:

1. Confidential Business Information. Buyer and/or Lessee acknowledges and agrees that any and all information regarding the Property, in whatever form, disclosed by Owner, either directly or through CBRE or any other consultant of Owner, shall constitute "Confidential Business Information". Confidential Business Information shall include, without limitation, the offering prepared by CBRE on Owner's behalf (the "Offering Memorandum"). However, Confidential Business Information does not include any information that: (i) was known to Buyer and/or Lessee prior to receipt of such information; (ii) is or becomes generally known to the public through means other than the disclosure of such information by Buyer and/or Lessee or Buyer's and/or Lessee's officers, directors, employees, agents, or other representatives; or (iii) becomes available to Buyer and/or Lessee on a non-confidential basis from a person other than Owner, who to Buyer's or Lessee's knowledge is not otherwise bound by a confidentiality agreement with Owner or CBRE, or who is not otherwise prohibited from transmitting the information to Buyer and/or Lessee. As used in this Agreement, the term "person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, firm or individual.

2. Ownership. Buyer and/or Lessee acknowledges and agrees that the Confidential Business Information constitutes valuable, special and unique assets of Owner, and that such Confidential Business Information is and shall continue to be, at all times, the exclusive property of Owner.

3. Confidentiality Obligations. Buyer and/or Lessee acknowledge and agree that any disclosure of the Confidential Business Information will cause irreparable harm to Owner. Buyer and/or Lessee shall keep the Confidential Business Information strictly confidential. Until and unless the prior written consent of Owner is obtained, which consent may be withheld for no or any reason whatsoever, Buyer and/or Lessee shall not: (i) disclose or reveal, directly or indirectly, the Confidential Business Information to any third party, under any circumstances, by any means or for any purpose; (ii) copy, reproduce, retain, transmit, summarize, quote or recreate from memory any Confidential Business Information; or (iii) use the Confidential Business Information, including any information derived from such Confidential Business Information, for any purpose other than in connection with Buyer's or Lessee's internal due diligence review of the Property and its operations to determine whether to make an offer to purchase or lease the Property. Buyer and/or Lessee shall also make no public announcement or other disclosure of its interest in purchasing or leasing the Property. Buyer and/or Lessee shall cause its officers, directors, employees, attorneys, consultants, servants, agents and other representatives to fully comply at all times with the confidentiality obligations herein contained. Buyer and/or Lessee shall exercise the highest degree of care in safeguarding the Confidential Business Information against loss,

theft or other inadvertent disclosure, and shall take all steps necessary or desirable to ensure the maintenance of confidentiality.

4. Digital Materials; Internet Access. Any passwords given to Buyer and/or Lessee to access the non-public areas of CBRE's or Owner's web site(s) shall not be shared with any person or persons not specifically approved, in writing in advance, by CBRE or Owner; provided, however, in no instance shall these passwords be provided to any real estate agent or broker, whether or not said agent or broker is representing Buyer or Lessee in the potential acquisition or lease of the Property.

5. Permitted Disclosures. In each instance where Owner consents to Buyer's or Lessee's disclosure of any Confidential Business Information, before making such disclosure, Buyer and/or Lessee shall obtain the written agreement of the party to whom such information is to be disclosed that such party shall keep such information so disclosed strictly confidential and not disclose the same to any third party without Owner's prior written consent, and that such party shall be bound by the terms of this Agreement.

6. Delivery of the Offering Memorandum and Right to Terminate. Upon Buyer's and/or Lessee's execution of this Agreement and the delivery of the same to CBRE, CBRE shall provide Buyer and/or Lessee with a copy of the Offering Memorandum. Owner and CBRE expressly reserve the right in their sole and absolute discretion to reject any or all proposals or expressions of interest in the Property and to terminate discussions or negotiations with any party at any time with or without notice.

7. No Representation or Warranty. Buyer and/or Lessee acknowledge that any Confidential Business Information disclosed to Buyer does not purport to be all-inclusive, or to contain all of the information which a prospective purchaser or lessee may desire regarding the Property. Buyer and/or Lessee further acknowledges and agrees that any Confidential Business Information disclosed to Buyer and/or Lessee does not constitute any representation or warranty regarding the Property of any kind whatsoever, whether oral or written, express or implied, from Owner or CBRE, or any of their respective officers, directors, employees, attorneys or agents, as to any matter concerning the Confidential Business Information set forth, contained in or addressed therein, nor any indication that there has been no change in the business, affairs or condition of the Property since the date of the preparation and disclosure of the Confidential Business Information. Neither Owner, CBRE nor any of their respective officers, directors, employees, attorneys or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Business Information or any of its contents and no legal liability is assumed or implied with respect thereto. Owner shall in no event be liable to Buyer and/or Lessee or any other third party for any indirect, special, consequential, or incidental damages arising from the use of and/or reliance on the Confidential Business Information by Buyer and/or Lessee, whether based on contract, tort or any other legal theory, even if Owner has been advised in advance of the possibility of such damages. Buyer and/or Lessee acknowledge and agree that, in the event that Buyer and/or Lessee enters into an agreement with Owner to purchase or lease the Property, Buyer and/or Lessee shall assume the sole responsibility, to perform Buyer's and/or Lessee's own thorough investigation of the Property.

8. No Obligation to Buyer and/or Lessee. Buyer and/or Lessee agrees that in no event shall the provision of any Confidential Business Information to Buyer and/or Lessee create in Owner or CBRE any obligation to provide to Buyer and/or Lessee any information which Owner and CBRE in their sole and absolute discretion elect not to disclose. Buyer and/or Lessee also acknowledges and agrees that neither this Agreement nor the provision of any Confidential Business Information to Buyer and/or Lessee in any way obligates Owner to sell or to enter into negotiations with respect to the sale or lease of the Property to Buyer and/or Lessee or to any other person. Neither Owner nor Buyer/Lessee will be bound to consummate any sale or lease unless and until a definitive purchase agreement or lease, in a form mutually acceptable to both parties, is executed and delivered by both parties.

9. Return or Destruction of the Confidential Business Information. In the event that Buyer and/or Lessee does not wish to pursue negotiations leading to acquisition of the Property, or if such

negotiations are discontinued in the future, or in the event that Buyer and/or Lessee has concluded its review of any Confidential Business Information provided to Buyer and/or Lessee hereunder, Buyer and/or Lessee shall immediately return to CBRE (or, at CBRE's instruction, immediately destroy and certify such destruction to CBRE in writing) the Confidential Business Information, in whatever form, including any and all permitted copies, reproductions, summaries, analyses or extracts thereof in the possession or control of Buyer or any of its officers, directors, employees, attorneys, consultants, servants, agents and other representatives.

10. Remedies. Buyer and/or Lessee agrees to indemnify Owner and CBRE for any loss or damage suffered as a result of any breach by Buyer and/or Lessee of the terms of this Agreement, including any reasonable fees incurred by Owner or CBRE in the collection of such indemnity. Without prejudice to any of the rights and remedies otherwise available to Owner and/or CBRE, Owner and/or CBRE shall be entitled to injunctive relief, should Buyer and/or Lessee or any of its officers, directors, employees, attorneys, consultants, servants, agents and other representatives breach or threaten to breach any of the provisions of this Agreement. Buyer and/or Lessee agrees to reimburse Owner for its costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred to remedy any and all breaches of this Agreement. Nothing herein contained shall be construed to prohibit Owner and/or CBRE from pursuing any other remedies available to Owner and/or CBRE for such breach or threatened breach, including the recovery of damages from Buyer and/or Lessee.

11. Buyer's and Lessee's Responsibility for Its Broker Representative. If, in the event Buyer and/or Lessee retains the services of a Broker Representative to assist in the purchase or lease of the Property, and in the event the sale or lease of the Property is consummated with Buyer, Owner and/or CBRE shall not be responsible for any claims of commissions, finder's fees or brokerage fees to Buyer and/or Lessee Broker Representative or any other third party relating to the purchase or lease of the Property.

12. No Assignment. This Agreement shall be binding upon and inure to the benefit of Owner and to its successors and assigns and of Buyer and/or Lessee and to its successors and assigns. Buyer and/or Lessee will not assign this Agreement or any rights nor delegate any duties. Any attempt to do so will be void.

13. No Waiver. The failure by Owner and/or CBRE to exercise any of their respective rights or remedies hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or remedy by Owner and/or CBRE hereunder.

14. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement shall not be amended, modified, or supplemented at anytime, unless by a writing executed by the parties hereto.

15. No Party Deemed Drafter. The parties agree that no party shall be deemed to be the drafter of this Agreement and further that, in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision of this Agreement against any party as the drafter of this Agreement.

16. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

17. Jurisdiction. Any judicial proceeding brought against any of the parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto shall be brought in the courts of the State of Hawaii or in the United States District Court for the District of Hawaii, and, by execution and delivery of this Agreement, each of the parties to this Agreement accepts for itself the

exclusive jurisdiction of the aforesaid courts. Each party hereto irrevocably waives to the fullest extent permitted by law any objection that it may now or hereafter have to the laying of the venue of any judicial proceeding brought in such courts and any claim that any such judicial proceeding has been brought in an inconvenient forum.

18. Notices. Any notice given by either party pursuant to this Agreement shall be valid if in writing and personally delivered, sent by facsimile transmission, or if sent by registered or certified mail, return receipt requested, postage prepaid, to the last known address of the other party. Such notice shall be effective upon such personal delivery, completion of facsimile transmission, or three (3) days after such mailing. Either party may, at any time and from time to time, in the manner set forth for the giving of notices, give notice to the other party hereunder of any change of address, and such address shall be sufficient as the last known address of the party hereunder. The following addresses and facsimile numbers shall be used until notice to the contrary:

If to CBRE:

CB Richard Ellis, Inc.
1003 Bishop Street, Suite 1800
Honolulu, HI 96813
Attention: Mr. Andy Y. Kazama
Fax No.: (808) 541-5155
E-mail: andy.kazama@cbre.com

With copy to:

If to Buyer/Lessee:

Attention: _____
Phone No.: (_____) _____
Fax No.: (_____) _____
E-mail: _____

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii without giving effect to principles of conflicts of law that may otherwise require the application of the law of another jurisdiction.

20. Counterparts; Facsimile. This Agreement may be executed in several counterparts, or by facsimile (telecopy) copies, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, binding all parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page. If any party signs by means of facsimile (telecopy) copy, such facsimile (telecopy) copy shall be deemed to be an original and effective as of the time and date of such signing, and the signer agrees to promptly forward to the other party or parties the signed original hereof.

21. Survival. The confidentiality provisions of this Agreement shall be applicable for the earlier of (i) the transfer of title of the Property to Buyer, solely with respect to the Property acquired, (ii) the lease of the Property to Lessee, or (iii) five (5) years from the date of this Agreement; provided,

however, all representations, warranties, and indemnifications provided herein shall survive any expiration or termination of this Agreement.

22. Authorization . The person executing this Agreement on behalf of Buyer and/or Lessee represents and warrants that (a) he/she is authorized and empowered in the name and on behalf of Buyer and/or Lessee to execute and deliver this Agreement for and on behalf of Buyer and/or Lessee; (b) Buyer and/or Lessee has the requisite power and authority to enter into the Agreement and to perform its obligations hereunder; and (c) the execution and delivery of this Agreement by Buyer and/or Lessee and the consummation by Buyer and/or Lessee of the obligations contemplated in this Agreement have been duly authorized by Buyer and/or Lessee (and its board of directors, shareholders, members, managers or partners, as applicable and if necessary) and no other proceedings on the part of then Buyer and/or Lessee are necessary to authorize the execution and delivery of this Agreement and the performance of the obligations contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

PROSPECTIVE BUYER/LESSEE: **(PLEASE TYPE OR PRINT ALL ENTRIES)**

Company: _____

Signature: _____

Name: _____

Its: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

“Buyer” and/or “Lessee”

Buyer’s and/or Lessee’s Broker Representative (if any)

Company: _____

Signature: _____

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

“Buyer’s and/or Lessee’s Broker Representative”