

**BUYER AND BROKER CONFIDENTIALITY AND REGISTRATION AGREEMENT**  
**Non-Disclosure Agreement (NDA)**

174 Kinney Street and 169 – 175 Pier Ave, Santa Monica, CA 90405

The undersigned "Registered Potential Purchaser" and "Broker" (collectively, the "Accepting Parties") are interested in obtaining information regarding the property known as 174 Kinney Street and 169 – 175 Pier Ave, Santa Monica, CA 90405 (the "Property") in order to evaluate the possible acquisition (the "Proposed Transaction") of the Property by Registered Potential Purchaser from Liberty Fish Partners ("Owner"). Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Muselli Commercial Realtors. (the "Listing Broker"). By accepting this Agreement and the Evaluation Materials (as hereinafter defined), Accepting Party hereby agrees as follows:

1. Confidentiality. Any information with respect to the Property (collectively, the "Evaluation Materials") provided to any Accepting Parties by Owner, Owner's Representative and/or Listing Broker and/or any of their respective consultants, agents or employees (collectively, the "Seller Parties") will be used solely for the purpose of evaluating the possible acquisition of the Property by the undersigned Registered Potential Purchaser ("Registered Potential Purchaser") and will not be used or duplicated for any other purpose. Accepting Parties shall keep all Evaluation Materials strictly confidential; provided, however, that such Evaluation Materials may be delivered to such persons or entities who because of their involvement with the Proposed Transaction need to know such information for the purpose of giving advice with respect to, or consummating, the Proposed Transaction (all of whom are collectively referred to as "Related Parties"); provided, however, that any such Related Parties shall be informed by Accepting Parties of the confidential nature of such information and shall be directed by Accepting Parties (and Accepting Parties shall cause such Related Parties) to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement. Accepting Parties will not communicate with tenants of the Property without the prior written consent of Owner or Owner's Representative.

2. Registered Potential Purchaser's Broker; Commissions.

(a) Registered Potential Purchaser hereby authorizes the undersigned Broker ("Broker") to represent Registered Potential Purchaser as its broker with respect to the purchase of the Property. Registered Potential Purchaser represents to the Seller Parties that it has not had any discussions regarding the Property with any broker or agent other than Owner's Representative, Listing Broker and Broker. Registered Potential Purchaser acknowledges that it is a principal in connection with the purchase of the Property and Registered Potential Purchaser hereby agrees that it will not look to any of the Seller Parties for any commissions, fees or other compensation in connection with the sale of the Property.

(b) As full and complete compensation to Broker for its efforts in connection with the Proposed Transaction, if a sale of the Property by Owner to Registered Potential Purchaser shall be consummated as more fully described below, and a commission is earned by and payable to Listing Broker for such sale pursuant to a separate agreement between Listing Broker and Owner, then Listing Broker shall pay to Broker upon the closing of such sale a commission in an amount equal to 1.0% (one percent) of the sales price. As used in this paragraph, the term "sales price" shall mean the price specified in a binding agreement executed and delivered by Owner and Registered Potential Purchaser and shall include any adjustment to such price made in accordance with such agreement, but such price shall exclude any prorations and closing costs. No compensation shall be earned by, or shall be due and payable to, Broker (i) in connection with any transaction relating to the Property other than the sale of the Property to Registered Potential Purchaser, or (ii) in connection with the sale of the Property to Registered Potential Purchaser unless and until title to the Property shall have closed, a deed shall have been delivered and accepted and all of the consideration shall have been paid to Owner in the manner required in the binding written agreement entered into by Owner and Registered Potential Purchaser regardless of whether any failure to close the sale is attributable to the act or fault of Owner, Owner's Representative, Broker or Registered Potential Purchaser, a failure of title, a condemnation, either party's failure to pursue its remedies against the other, or any other reason whatsoever. Broker acknowledges and agrees that it is entitled to compensation in connection with the Proposed Transaction only to the extent expressly set forth above and further agrees not to look to any of the Seller Parties for any other commissions, fees or compensation in connection with the Property.

Initials:

Buyer \_\_\_\_\_ Broker \_\_\_\_\_ Seller \_\_\_\_\_

(c) Broker represents that it has not discussed the Property, and agrees that it will not discuss the Property, with any parties other than Registered Potential Purchaser, Related Parties, Listing Broker, Owner and/or Owner's Representative and that Broker will not distribute the Evaluation Materials or excerpts thereof to any other parties except in accordance with the terms of this Agreement. Broker also agrees it will not look to any of the Seller Parties for any compensation in connection with the sale of the Property except as expressly provided above. Registered Potential Purchaser and Broker hereby agree, jointly and severally, to indemnify and hold harmless each of the Seller Parties against any and all costs, loss, liability or expense, including attorney's fees, arising from claims (x) by Broker to any compensation in excess of the commission, if any, payable to Broker in accordance with the express provisions of this Agreement or (y) by any other parties claiming to have had dealings with Broker or Registered Potential Purchaser in connection with the sale of the Property, excluding Listing Broker.

3. Broker's License. Broker represents and covenants that it is currently, and at the time of the consummation of any sale of the Property to Registered Potential Purchaser, will be, a duly licensed real estate broker in the State of California.

4. No Disclosure. Accepting Parties shall not (i) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property by Registered Potential Purchaser or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Property with any other person or entity (including tenants) except for Owner, Owner's Representative and Listing Broker, except as may be expressly permitted elsewhere in this Agreement and, in such case, only in strict accordance with the provisions hereof. In the event that any Accepting Parties or Related Parties become legally compelled to disclose all or any part of the Evaluation Materials, Accepting Parties will provide Owner's Representative with prompt written notice so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Accepting Parties acknowledge that damages may be inadequate to protect against breach of these provisions and therefore agrees in advance to the granting of injunctive relief as described above in Owner's favor without proof of actual damages, in addition to any other remedies available at law or in equity. In the event that such protective order or other remedy is not obtained, or that Owner waives compliance with the provisions of this Agreement, in such instance, Accepting Parties will furnish only that portion of the Evaluation Materials which is legally required and will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Evaluation Materials. Accepting Parties shall reimburse Seller Parties for all costs and expenses, including reasonable attorneys' fees incurred by Seller Parties in successfully enforcing Accepting Party's obligations under this Agreement.

5. No Representations by Seller Parties. None of Seller Parties make any representations or warranties as to the accuracy or completeness of the Evaluation Materials or that actual results will conform to any projections contained therein. Owner, Owner's Representative and Listing Broker expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Evaluation Materials, or in any other written, oral or other communications transmitted or made available to Accepting Party by Seller Parties, including, without limitation, computer disks containing files with financial data or projections.

6. No Obligation. Owner is under no legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this Agreement, the delivery of any Evaluation Materials, any discussions concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which is applicable to contracts made and to be performed wholly within California.

Initials:

Buyer \_\_\_\_\_ Broker \_\_\_\_\_ Seller \_\_\_\_\_

ACCEPTING PARTIES:

<p>Buyer Broker:</p> <p>Name _____</p> <p>Company _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>By: _____</p> <p>Print Name _____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p>Listing Broker:</p> <p>Evan Pozarny Executive Vice President Muselli Commercial Realtors 1513 6<sup>th</sup> Street, Suite 201 A Santa Monica, CA, 90401 Phone: 3104584100 ext. 221 <a href="mailto:epozarny@muselli.net">epozarny@muselli.net</a> BRE # 01304769</p>
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Buyer \_\_\_\_\_ Print Name: \_\_\_\_\_

Company \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Seller:  
Liberty Fish Partners  
By: Grand American, Inc., its agent

\_\_\_\_\_  
Bruce D. Phillips President

Dated: \_\_\_\_\_