

AGREEMENT OF CONFIDENTIALITY, NON-DISCLOSURE, DISCLAIMER, and CO-BROKER REGISTRATION

RE: Potential Purchase 1801-1899 Willow Street, Signal Hill, CA 90755 (“Property”) BROKER SHARING FEE

Please be advised that 1801-1899 Willow LLC is considering a possible sale of the above-referenced property (“Property”) and Muselli Commercial Realtors (“Broker”) as its authorized sales representative to represent the Owner with respect to a sale of the Property.

Brokers and Owners have available for reviewing certain information concerning the Property which includes brochures, documents, financial models, and other materials (collectively “Marketing Materials”). Owner and Broker will not make the Marketing Materials available to Potential Purchaser unless and until Potential Purchaser executes this Agreement of Confidentiality, Non-Disclosure, and Disclaimer (“Agreement”).

With their signature below, Potential Purchaser, and if appropriate, Registered Potential Purchasers Broker, agrees as follows:

- All Marketing Materials relating to the Property furnished to Potential Purchaser by the Owner, its employees, agents and contractors (“Owner Parties”) or Broker, shall continue to be the property of the Owner. The Marketing Materials shall be used by Potential Purchaser solely for evaluating the possible acquisition of the Property for its purposes, and not for no other purpose. The Marketing Materials (including electronic files and copies) must be returned to the Owner or be destroyed within 3 business days of Owner’s request when Potential Purchaser declines to make an offer for the Property or terminates discussions or negotiations with respect to the Property.
- Potential Purchaser, Registered Potential Purchasers Broker, agrees not to make the Marketing Materials available, or to disclose any of the contents thereof, to any person. However, the Marketing Materials may be disclosed to Potential Purchaser’s partners, employees, legal counsel, lenders, agents and advisors (“Related Parties”) who, in Potential Purchaser’s reasonable judgment, need to review the Marketing Materials for the purpose of evaluating the potential purchase of the Property or any interest therein by Potential Purchaser. Such Related Parties shall be informed by Potential Purchaser of the confidential nature of the Marketing Materials, and shall be directed in writing by Potential Purchaser to keep all the Marketing Materials strictly confidential in accordance with this Agreement. Prospective Purchaser shall be responsible for any violation of this provision by any Related Party.
- Although Owner parties and Broker endeavored to include in the Marketing Materials information believed to be relevant to the purpose of Potential Purchaser’s investigation, Potential Purchaser understands and acknowledges that Owner, any Owner parties and Broker make no representation or warranty as to the accuracy or completeness of the Marketing Materials. Potential Purchaser further understands and acknowledges that the information used in the preparation of the Marketing Materials may not have been independently verified by the Owner or Broker and is not guaranteed to be complete or accurate. Potential Purchaser agrees that Owner, Owner parties and Broker shall have no liability, for any reason, to Potential Purchaser or any of its representatives or Related Parties resulting from the use of the Marketing Materials by any person in connection with the sale of, or other investment by Potential Purchaser in the Property, whether or not consummated for any reason.

Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice. The owner intends only to release Marketing Materials to a qualified potential purchaser. Owner, in its sole discretion, shall determine if the Marketing Materials shall be released to Potential Purchaser after the execution of this Agreement, and reserves the right to rescind permission to use the Marketing Materials unilaterally.

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.

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 one percent (1%) 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 or charges to be made or paid by the parties. 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. 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.

This Agreement shall remain in effect until the later of 1 year after the date of Potential Purchaser's acceptance of this Agreement, or Owner's sale of the Property.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by the parties subsequent to the date of this Agreement. The parties have not made any other agreement or representation with respect to such matters.

If Potential Purchaser agrees with the foregoing, please sign and return this Agreement to:

Evan Pozarny Executive Vice- President, Muselli Commercial Realtors, epozarny@muselli.net

AGREED AND ACCEPTED (Potential Purchaser):

Buyer Signature: _____
Printed Name: _____
E-Mail Address: _____
Date: _____
Company Name: _____
Address: _____
Work Phone: _____
Mobile Phone: _____

AGREED AND ACCEPTED (CO-BROKER, If Any):

By: _____ DRE# _____
E-Mail Address: _____
Printed Name: _____
Date: _____

Company Name: _____ DRE# _____
Address: _____
Work Phone: _____
Mobile Phone: _____

Receipt acknowledged by Muselli Commercial Realtors: Evan Pozarny _____ Date: _____