



Confidentiality Agreement (CA) and Non-Disclosure Agreement (NDA)

At the request of the Property Owner, only Buyers will be granted access to the Deal Room.

RE: 10401-10419 Venice Boulevard, Los Angeles, CA 90034 ("Property")

A. Please be advised that **Tarsons Inc. (Owner)** 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 concerning a sale of the Property.

Brokers and Owners have certain information and documents available concerning the Property. These include Environmental Reports, brochures, operational documents, financial models, rent rolls, leases, and other materials and reports (collectively referred to as "Marketing Materials"). That information will be provided to the Buyer in an online **Deal Room**. Owner and Broker will not make the Marketing Materials available to **Buyer as defined on page 2, and Buyer Broker (if any)**, unless and until **Buyer and Buyer Broker (if any)** execute this Agreement of Confidentiality, Non-Disclosure, and Disclaimer ("Agreement").

With their signature(s) below, the **Buyer, Buyer Broker (if any)**, Owner, and Muselli Commercial Realtors agree as follows:

- All Marketing Materials relating to the Property furnished to the Buyer 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 the Buyer solely for evaluating the possible acquisition of the Property for its purposes, and not for any other purpose. The Marketing Materials (including electronic files and copies) must be returned to the Owner or be destroyed within 3 business days of the Owner's request when the Buyer declines to make an offer for the Property or terminates discussions or negotiations concerning the Property.
- Although the Owner and Broker endeavored to include in the Marketing Materials information believed to be relevant to the purpose of the Buyer's investigation, the Buyer understands and acknowledges that the Owner, any Owner parties, and Broker make no representation or warranty as to the accuracy or completeness of the Marketing Materials. Buyer further understands and acknowledges that the Owner or Broker may not have independently verified the information used in the preparation of the Marketing Materials and is not guaranteed to be complete or accurate. Buyer agrees that Owner, Owner parties, and Broker shall have no liability, for any reason, to Buyer 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 Buyer in the Property, whether or not consummated for any reason.
- Buyer 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 Buyer. Owner, in its sole discretion, shall determine if the Marketing Materials shall be released to the Buyer after the execution of this Agreement and reserves the right to rescind permission to use the Marketing Materials unilaterally.
- This Agreement shall remain in effect until the later of 1 year after the date of the Buyer's acceptance of this Agreement, or the Owner's sale of the Property. This Agreement shall be governed by and construed per the laws of the State of California.

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

B. Buyer Broker, if any: (a) Buyer hereby authorizes the undersigned Broker (“Broker”) to represent Registered Buyer as its broker with respect to the purchase of the Property. Registered Buyer 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 Buyer acknowledges that it is a principal in connection with the purchase of the Property and Registered Buyer 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 complete compensation to Broker for its efforts in connection with the Proposed Transaction, if a sale of the Property by Owner to Registered Buyer 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 two percent (2%) 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 Buyer 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 Buyer, or (ii) in connection with the sale of the Property to Registered Buyer 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 Buyer regardless of whether any failure to close the sale is attributable to the act or fault of Owner, Owner’s Representative, Broker or Registered Buyer, 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 Buyer, 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.

AGREED AND ACCEPTED (Buyer): **The Buyer does___ or does not___** have a Buyer Broker representing them.

If there is a Buyer Broker, they must complete and sign below prior to the Materials being released to the Buyer.

Signature: _____ Dated: _____

Printed Name: _____

E-Mail Address: _____ (required to provide access to the **Deal Room**)

Company Name: _____

Address: _____

Work Phone: _____ Mobile Phone: _____

Page 2 of 3 Buyer Broker Initials (in any) _____ Buyer initials _____

AGREED AND ACCEPTED by **Buyer Broker**, if any:

By: _____ DRE# _____

E-Mail Address: _____

Printed Name: _____

Date: _____

Company Name: _____ DRE# _____

Address: _____

Work Phone: _____ Mobile Phone: _____.

Buyer initials _____

EMAIL THE COMPLETED DOCUMENT TO: muselligroup@muselli.net

Receipt acknowledged by Muselli Commercial Realtors:

Signature: _____ Dated: _____

Vince Muselli, President

MUSELLI COMMERCIAL REALTORS
1513 6th Street
Suite 201 A
Santa Monica, CA 90401

Phone: 310-428-0922

email: muselli@muselli.net

Owner hereby approves the release of the Marketing Materials to the above-referenced Buyer.

Owner: Tarsons Inc.

Signature: _____ Dated: _____

Imitaz Tar, President