

America Realty Los Angeles
Commercial Property and Investments

Confidentiality Agreement

Subject: 30535 Temecula Pkwy, Temecula, CA

America Realty Los Angeles("the Broker") has been retained by (*the Seller/Owner*) with respect to the sale offering of the property above. a Ave (*the Property*).

America Realty Los Angeles has available for review certain information concerning the Property, which includes brochures and other materials (collectively Informational Materials). America Realty Los Angeles will not make such Informational Material available to a potential Purchaser until the Registered potential Purchaser has executed this agreement and thereby, agreed to be bound by it's terms. Upon receipt of this agreement, executed by the Registered potential Purchaser, America Realty Los Angeles is prepared to provide the Informational Materials or the Registered potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions:

1. The undersigned hereby acknowledge that it's a principal or an investment advisor in connection with acquisition of the Property and will not look to America Realty Los Angeles, the Owner, or the Owner's Lender for any fees or commission in connection with the sale or purchase of the Property unless there is a written agreement. The undersigned hereby acknowledges that it has not dealt with any broker, other than America Realty Los Angeles regarding the purchase of the Property.
2. All Informational Materials pertaining to the Property, which may be furnished to the Registered potential Purchaser, by the Owner are confidential and shall continue to be property of the Owner. The Informational Materials will be used solely by the potential Purchaser and may not be copied or duplicated without America Realty Los Angeles or and Owner's written consent and must be returned to Steven Kim / America Realty Los Angeles or Owner within 72 hours upon America Realty Los Angeles or the Owner's request or when the Registered potential Purchaser declines to make an offer for the Property or terminates any discussion or negotiations with respect to the property.
3. Registered potential Purchaser will not make any Informational Materials available to, or disclose any of the contents thereof, or discuss any transaction involving the property with any person other than the Registered Potential Purchaser, unless America Realty Los Angeles and Owner have approved, in writing, such disclosure provided, however, that the informational Materials may be disclosed to the Registered potential Purchaser's partners, employees, legal counsel and institutional lenders (Related Parties) who, in the Registered potential Purchaser's judgment, need to know such information for the purpose of evaluating the potential purchase of the Property or any interest therein by the Registered Potential Purchaser. By virtue of this agreement, the Registered potential Purchaser and such Related Parties have been informed by the Broker of the confidential nature of the Informational Materials and must agree to keep all information Material strictly confidential in accordance with this agreement.
4. The Registered Potential Purchaser understands and acknowledges that America Realty Los Angeles and the Owner do not make any representation or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Information Materials was furnished to America Realty Los Angeles by others and has not been independently verified by Steven Kim / America Realty Los Angeles, America Realty Los Angeles, or Owner and is not guaranteed as to completeness or accuracy. The Potential Purchaser agrees that neither Steven Kim / America Realty Los Angeles, America Realty Los Angeles, nor the Owner shall have any liability, for any reason, to the Registered potential Purchaser or Related Parties resulting from the use of the Informational Materials.
5. The potential Purchaser hereby indemnifies and saves harmless Steven Kim / America Realty Los Angeles, America Realty Los Angeles, and the Owner and their respective affiliates and successors, and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of the Agreement by the Registered potential Purchaser or any Related Party, and (2) claim or claims by potential Purchaser or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property to the Registered potential Purchaser. *Registered Purchaser will be responsible for any and all commissions, fees and other compensation to be paid to Registered Broker.*

6. The potential Purchaser acknowledges that the Property has been offered for sale, subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser or for any other reason, whatsoever, without notice. The potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.

7. Registered Potential Purchaser or its Related will not tour the property without an appointment.

8. Owner is an intended third party beneficiary of the terms of this Agreement.

REGISTERD POTENTIAL PURCHASER:

Accepted and Agreed to this ____ day of ____

Print Name: _____

By: _____

Title: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

REGISTERD BROKER:

Date: _____

Signature: _____

Print Name: _____

By: _____

Title: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

To receive a complete marketing package, please return via fax or email to Steven Kim, CCIM / America Realty Los Angeles (Fax #: 213-674-0959) .