

CUSHMAN & WAKEFIELD OF CALIFORNIA, INC.
CONFIDENTIALITY AGREEMENT

1382 Bell Avenue
Tustin, CA

December 2017

Cushman & Wakefield ("C&W") has been retained by (the "Owner") as its exclusive agent for the sale of **1382 Bell Avenue, Tustin CA** (the "Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to C&W. All fees due C&W in connection with the sale of the Property shall be paid by the Owner in accordance with the Listing Agreement. **Neither C&W nor Owner shall be responsible for paying any fees to agents representing potential purchasers including the Potential Purchaser named below and a party to this Confidentiality Agreement ("Agreement") without the express written authorization of C&W and Owner.**

C&W has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). C&W will not disclose such Informational Materials to the Potential Purchaser unless and until the Potential Purchaser has executed this Agreement. Upon C&W's receipt of this executed agreement, C&W is prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Informational Materials pertaining to the Property which may be furnished to the Potential Purchaser by C&W are confidential and shall continue to be the property of the Owner and C&W. The Informational Materials will be used solely for the purpose of evaluating the potential purchase of the Property by Potential Purchaser and may not be copied or duplicated without C&W's written consent, and must be returned to C&W immediately upon C&W's or Owner's request or when the Potential Purchaser terminates negotiations with respect to the Property.
2. The Informational Materials may not be disclosed to anyone other than the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties") for the sole and exclusive purpose of evaluating the potential purchase of the Property. Such Related Parties shall be informed by the Potential Purchaser of the confidential nature of the Informational Materials and shall be directed to treat the same with strict confidence in accordance with this Agreement.
3. The Potential Purchaser understands and acknowledges that C&W and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to C&W by others and has not been independently verified by C&W and is not guaranteed as to completeness or accuracy.
4. The Potential Purchaser hereby indemnifies and holds harmless C&W and the Owner and their respective affiliates and successors and assigns against and from any loss, liability of expense, including attorney's fees, arising out of any breach of any of the terms of this Agreement.
5. The Potential Purchaser agrees that should it become necessary to enforce this agreement in any forum, the prevailing party shall be entitled to reasonable attorney's fees, together with all costs of said enforcement action.
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. This agreement terminates one (1) year from the date hereof except as to written claims by Owner against Potential Purchaser prior thereto.
7. No co-broker or agent has been engaged by Potential Purchaser in connection with the Acquisition other than C&W and the cooperating broker named below and a party to this Agreement ("Co-Broker"). Purchaser shall indemnify and hold C&W and Owner harmless from any claims which may be incurred with respect to any claims for other real estate commissions, co-broker's fees, or finder's fees in relation to or in connection with the Property as claimed by, through or under Potential Purchaser. In no event shall Co-Broker be entitled to share in the commission paid by Owner to C&W other than what is set forth in the Listing Agreement or unless agreed to by the parties, and Potential Purchaser agrees to indemnify and hold C&W and Owner harmless from any claims which may be incurred with respect to any claims for other real estate commissions, broker's fees or finder's fees in relation to or in connection with the Property as claimed by Broker or through the Potential Purchaser.

If in agreement with the foregoing, please return one original signed copy of this agreement to C&W (Attention: Jeff Chiate/Rick Ellison/Mike Adey/Jeffrey Cole/Ed Hernandez/Nico Napolitano – Cushman & Wakefield of California, Inc., 18111 Von Karman, Suite 1000, Irvine, CA 92612; Phone: 949.474.4004).

Agreed to by Potential Purchaser:

Agreed to by Cooperating Broker:

Name: _____

Name: _____

Company: _____

Company: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Address: _____

Address: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Email Address: _____

Email Address: _____