



*A Real Estate Investment Advisory Company*

## CONFIDENTIALITY AGREEMENT

**Re: Green Valley Station: 3000-3020 Green Valley Road, Cameron Park CA**

The undersigned (“**Selling Broker**”) is evaluating the possible purchase (“**Proposed Transaction**”) of the property by the undersigned purchaser (“**Purchaser**”) known as Green Valley Station located at 3000-3020 Green Valley Road in Cameron Park (“**Property**”).

Selling Broker and Purchaser has requested that Broker furnish it with information concerning the property, which may include an offering memorandum, leases, documents, legal instruments, reports, surveys, brochures and other materials, and any discussions which are conducted between or among Selling Broker, Purchaser, their principals, employees, agents and representatives and Broker, and their respective principals, employees and agents concerning the Property (collectively, the “**Evaluation Material**”). Owner of the property (“**Owner**”) has authorized Mark Kuske as Broker of Record in association with Justin Poor of Commercial Integrity NW, LLC (“**Broker**”) to deliver information only upon executed Confidentiality Agreement. Broker is prepared to furnish the evaluation material to Selling Broker and Purchaser subject to the terms and conditions set forth below. Selling Broker and Purchaser hereby agrees as follows:

1. All Evaluation Material furnished to Selling Broker and Purchaser by Broker shall be provided only to Selling Broker and Purchaser and only for use and otherwise in accordance with the provisions of this agreement (“**Agreement**”).
2. Evaluation Material shall not be duplicated without the prior written consent of Owner and Broker and shall not be used by Selling Broker and Purchaser in any way detrimental to Owner and Broker or for any purpose other than evaluating a Proposed Transaction by Purchaser. All Evaluation Material may be disclosed to directors, officers and employees of Selling Broker and Purchaser and to legal counsel, architect, inspecting engineer, accounting firm, and other consultants, agents and advisors (all of whom are collectively referred to as “**Related Persons**”) who: (i) need to know such information for the purpose of evaluating a Proposed Transaction by Purchaser, (ii) have first been directed to keep all such information in the strictest confidence and to use such information only for the purpose of evaluating a Proposed Transaction by Purchaser, and (iii) have agreed to comply with and be bound by this agreement to the same degree as the Purchaser and to the same extent as if he or she were a party hereto.
3. The evaluation material shall not be made available, nor shall the fact that discussions or negotiations are taking place concerning a Proposed Transaction by Purchaser be disclosed, by Selling Broker and Purchaser or any related person to any person other than as permitted by Section 2, and neither Selling Broker and Purchaser or any related person shall discuss the property without first obtaining Owner and Broker’s written consent. “Person” as used in this agreement shall include, without limitation, any corporation, partnership, limited liability company, association or individual. Any disclosure of evaluation material in violation of the terms of this agreement made by any person who received the evaluation material, directly or indirectly, from Selling Broker and Purchaser or any related person shall be deemed made by, and shall be the responsibility of, Selling Broker and Purchaser.
4. All evaluation material furnished to Selling Broker Purchaser by Broker shall be promptly returned to Broker upon termination of any negotiation or discussion regarding proposed transaction or within ten (10) days of written demand from Broker without Selling Broker and Purchaser or any related person retaining any copies thereof (including copying of computer files and disks).
5. Selling Broker and Purchaser understand and acknowledges that neither Owner, Broker or any of their respective affiliates, partners, directors, shareholders, officers, employees or agents, makes any representation or warranty as to the truth, accuracy or completeness of the evaluation material. Owner and Broker expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the evaluation material or omissions from the evaluation material, or in any other written or oral communications transmitted or made available to Selling Broker and Purchaser.
6. Owner and Broker expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers as to any proposed transaction and/or to terminate discussions with any person at any time with or without notice.
7. Owner and Broker and their respective affiliates, partners, officers, directors, shareholders, employees, successors and assigns, shall be indemnified, defended and held harmless by Selling Broker from and against any and all claims, actions, causes of action, judgments, obligations, damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of (i) any claim by any broker, finder or similar agent for commissions, fees or other compensation for bringing about any transaction with respect to the Owner’s interest in the Property involving Purchaser other than what is mutually agreed to in a contemplated Purchase and Sale Agreement if such claim is based in whole or in part on dealings with Selling Broker or any of its representatives; or (ii) a breach of any of the obligations of Selling Broker set forth in this agreement.
8. Selling Broker and Purchaser acknowledges that upon any breach of this Agreement, Owner and Broker would be irreparably and immediately harmed and could not be made whole by monetary damages alone. Accordingly, it is agreed that, in addition to any other remedy to which Owner and Broker may be entitled in law or equity, Owner and Broker shall be entitled to an injunction (without the posting of any bond nor proof of actual damages) to prevent breaches or threatened breaches of this agreement and/or to compel specific performance of this agreement, and that neither Selling Broker, Purchaser nor any related person will oppose the granting of such relief. In any action brought to enforce this agreement, Owner and Broker shall be entitled to recover from Selling Broker and Purchaser all reasonable costs and expenses incurred by it in connection with such action, including, without limitation, attorneys’ fees.

9. This agreement shall inure to the benefit of and is binding upon the respective heirs, personal representatives, successors, and assigns of Owner, Broker, Selling Broker and Purchaser.
10. Selling Broker will be paid a real estate commission equal to one-half percent (0.50%) of the final purchase price should Purchaser purchase the Property from Owner. Selling Broker's real estate commission will be due and paid through Escrow at Closing.
11. The laws of the State of California shall govern this agreement. Selling Broker and Purchaser agrees that any action or proceeding arising out of or related in any way to this agreement shall be brought solely in a court of competent jurisdiction sitting in the State of Washington. Selling Broker and Purchaser hereby irrevocably and unconditionally consents to the jurisdiction of any such court and hereby irrevocably and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection in venue with respect to any such action or proceeding any right of jurisdiction on account of the place of residence or domicile of any party thereto.

We accept and agree to the foregoing, and indicate so by signing this agreement.

**Date:** \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

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

\_\_\_\_\_

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

**Broker:** Justin Poor OR #200705229 WA #109251 \_\_\_\_\_

**Company:** *Commercial Integrity NW LLC* \_\_\_\_\_

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

**Address:** *406 SW 13<sup>th</sup> Ave Suite 201* \_\_\_\_\_

*Portland, Oregon 97205* \_\_\_\_\_

**Phone:** *(503) 218-4380* \_\_\_\_\_

**Selling Broker:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

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

\_\_\_\_\_

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

**Broker:** Mark Kuske CA #019092881 \_\_\_\_\_

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

**Phone:** *(619) 204-2395* \_\_\_\_\_