

## NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

The undersigned is executing this Agreement in connection with the distribution of certain confidential information relative to the possible sale of \_\_\_\_\_ (the 'Property'). Certain materials and information, including but limited to financial information, leases, environmental investigations, title reports, surveys, and other agreements, documents, materials and oral and/or written information provided by Seller (collectively, the "Proprietary Information") shall be subject to the terms of this Agreement.

The undersigned acknowledge and agree that the Proprietary Information is confidential and is intended solely for the undersigned's limited use and benefit in determining whether the undersigned desires to express any further interest in the acquisition of the Property.

With respect to the Proprietary Information, the undersigned agree as follows:

- a) To keep the Proprietary Information permanently confidential, and not to disclose or divulge any Proprietary Information to, or reproduce any Proprietary Information for the benefit of, any person or entity other than the undersigned's employees, representatives, consultants, and agents who are actively and directly participating in the analysis of the Proposed Transaction.
- b) To use the Proprietary Information solely for the purpose of evaluating the Property and the Proposed Transaction. If the undersigned elects not to proceed with the purchase, or if the undersigned is informed that the Property is no longer available for purchase or if the undersigned is otherwise requested by the Owner to return the Proprietary Information, the undersigned will promptly return all Proprietary Information (and all reproductions thereof, if any);
- c) That any proprietary information provided on any property is sensitive and confidential, and that its disclosure to others may be damaging to the property and their owners. Any competitive, subversion or miss-use of this information may result in legal liability to the signer and their related parties. The term proprietary information does not include any information, which is, or becomes, generally available to the public.
- d) Not to discuss any details of this transaction with the employees of the owner, any tenants of the real property, or on-site personnel.

The undersigned further understands and agrees that:

1. Owner has endeavored to include in the Proprietary Information those materials which Owner believes to be reliable and relevant for the purpose of the undersigned's evaluation of the Property, but the undersigned acknowledge that neither Owner, nor any of its representatives, agents, or employees make

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any representation or warranty, either express or implied, as to the accuracy or completeness of the Proprietary Information.

2. The Proprietary Information is being or will be delivered or made available to the undersigned with the understanding that the undersigned will independently investigate all matters which the undersigned deems appropriate in evaluating the Property and Proposed Transaction.

3. The following will not constitute Proprietary Information for purposes of this Agreement: (i) information that has become generally available to the public other than as a result of a disclosure by or through the undersigned or its employees, representatives, and agents; and (ii) information that was available to the undersigned on a non-confidential basis prior to its disclosure to the undersigned by the Owner.

4. This agreement will be governed by the laws of the state in which the property is located and shall remain in effect for two years following the date set forth.

## Non-Circumvent

The undersigned agrees that;

5. The Property was first introduced to them by ICOA INC. (the "Broker") and all negotiations shall be conducted through Broker.

6. If the undersigned or any other person or entity with whom the undersigned exchange information relating to the above Property or its owner(s) acquires or takes possession of any interest in any of the Property or in any other property of any of its owners within 2 (two) years from the date herein, the undersigned agree to exclusively deal through so that Broker will receive a commission from the owner of the interest or the undersigned will pay to Broker a commission in the amount of the customary fee based on the total value of the consideration paid for the Interest, whichever is greater. If the undersigned acquire such an interest through Broker, then the undersigned will not be liable for any commission.

7. All information regarding property for sale is provided by the Sellers and is not verified in any way by Broker. The undersigned agree that Broker is not responsible for the accuracy of any information they receive or fail to receive, and further agree to indemnify and hold Broker and its representatives harmless from any claims and/or damages.

The person executing this Agreement in a representative capacity represents and warrants the he and/or she is authorized to sign this Agreement on behalf of the entity set forth.

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Accepted and Agreed to:

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

Address \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Fax: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Kindly return the executed copy to:

Alex Shapouri  
ICOA Inc.  
3325 Wilshire Blvd., Suite 726  
Los Angeles, CA 90010  
(213)386-2000 Office  
(323) 874-2760 Fax  
(310) 985-8777 Cell  
Email: [lcoa1@aol.com](mailto:lcoa1@aol.com)