



Private Opportunity BUYER CONFIDENTIALITY AND FEE AGREEMENT

In consideration of ICRE, Inc., a California corporation ("Broker"), arranging access for _____ ("Buyer") to the opportunity to purchase the real property Address: **3800-3836 Pasadena Ave. Los Angeles CA** and described below (the "Property"), Buyer agrees as follows:

1. **Property.** The Property consists of the real property located at and further described in Exhibit "A" hereto, and all other real property that Broker has presented or subsequently presents to Buyer in writing (including by email). References in this Agreement to the Property include all such real property.
2. **Confidentiality.** Buyer agrees that the opportunity to purchase the Property and all information and materials furnished by Owner or Broker concerning the Property are confidential and may not be used for any purpose other than Buyer's evaluation for potential purchase of the Property. Access to all information and materials furnished by Owner and Broker shall be limited to Buyer's employees, attorneys, accountants, banking representatives, and business advisors (collectively "Agents") involved in the evaluation of the potential purchase of the Property, and not for any other purpose. No information or materials shall be disclosed to any Agents unless they agree to be bound by and execute this Agreement.
3. **Nondisclosure.** Buyer agrees not to disclose and to prevent Buyer's Agents from disclosing to any other person the due diligence of the Property for sale, the existence or substance of any discussions or negotiations, or any information of materials provided by Brokers, to any person except as permitted by this Agreement. In addition, if Buyer does not purchase the Property, Buyer agrees to destroy or to return to Broker all information and materials obtained from Brokers related to the Property, including in the possession of its Agents, and all copies thereof.
4. **Non-Circumvention.** Buyer agrees not to contact Owner or any tenant, employee, agent or other person associated with the Property except through Broker, and not to circumvent or to interfere with Broker's contracts and/or business relationship with Owner in any way. Buyer further agrees to take such actions as reasonably required to prevent Buyer's Agents from doing so, and to facilitate the performance of Broker's rights, including the payment of a commission by Owner.
5. **NOTICE: THE COMPENSATION FOR THE SALE OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**

Compensation. As used in this Agreement the term "sale" shall include an exchange of the Property, and also the granting of an option to purchase the Property, with commissions due upon completion of the exchange or exercise of the option. Broker is authorized to cooperate with and to share its commission with other licensed real estate brokers ("Cooperating Brokers") in its sole discretion.

6. **Agency.** Unless expressly otherwise agreed in writing, Broker exclusively represents Seller in connection with any transaction related to the Property and no agency or other relationship exists or is created by this Agreement between Broker or any of its agents or employees and any of Buyer's Agents.
7. **Disclaimer of Warranties.** It is understood that Broker has not verified any information or materials provided by the Owner of the Property, and that all information and materials from Broker is provided for the exclusive benefit of Buyer, without investigation, representation or warranty of the accuracy or completeness of the information and materials. Buyer represents and warrants that it is not relying upon any agreements, promises, representations, or warranties by Brokers, and will solely rely on its own investigation and verification of all information concerning the Property in both the decision to purchase and the terms of any purchase of the Property.

ICRE Initials _____

Buyer Initials _____

8. **Irreparable Injury.** It is understood and agreed that that Brokers will suffer irreparable injury and shall be entitled to injunctive relief and specific performance in the event of any breach of the confidentiality, nondisclosure, or non-circumvention provisions of this Agreement, in addition to any other relief Broker may be entitled at law or equity.
9. **Collection Expenses.** In the event Buyer fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the eight percent (8%) per year and Broker shall be entitled to recover its actual attorney's fees and costs incurred to collect the unpaid commissions.
10. **General.** This Agreement constitutes the entire agreement between Buyer and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. Buyer and Broker each represent and warrant to the other that in entering into this Agreement, neither party has made and they are not relying upon any discussions, representations, promises, understandings or agreements other than the matters specifically stated herein. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Buyer and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors, and assignees of the parties. In the event any clause, provision, paragraph or term of this Agreement shall be deemed to be unenforceable or void based on any controlling state or federal law, the remaining provisions hereof, and each part, shall remain unaffected and shall continue in full force and effect.

[Intentionally Left Blank]

ICRE Initials _____

Buyer Initials _____

11. **Governance.** This Agreement is made and to be performed in Orange County, California, is to be interpreted according to California law, is subject to exclusive California jurisdiction and venue in any Court of competent jurisdiction in Orange County, California, and may be signed in counterparts and electronically. All notices related to this Agreement shall be delivered to the signors at the addresses set forth below and may be delivered by electronic transmission (email) as long as receipt is acknowledged by the recipient.

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE DULY AUTHORIZED TO MAKE THIS AGREEMENT, AND THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE FOREGOING TERMS.

BROKER:

ICRE, Inc.

By: _____
Debi Myers, President

By: _____
Debi Myers, Chief Operating Officer

Address: 4340 Von Karman Ave, Ste 380
Newport Beach, CA 92660

Email: dmyers@integrity-cre.com

Date: _____

BUYER:

a _____

By: _____

Title: _____

By: _____

Title: _____

Address: _____

Email: _____

Date: _____

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.



EXHIBIT A

"OFF-MARKET" BUYER CONFIDENTIALITY AND FEE AGREEMENT

3800-3836 Pasadena Ave. Los Angeles CA

Apartment or Condominium development-

To include all diligence, floor-plans, CAD drawings, permits and associated proprietary and intellectual materials required for purchase.

NOT to include building permits. Close of escrow within 10 days from issuance of Determination Letter.

ICRE Initials _____

Buyer Initials _____