

Terms and Conditions:

THIS IS A CONFIDENTIALITY AGREEMENT ('CA') intended solely for a prospective Buyer's/Purchaser's (Purchaser) own limited use in considering whether to pursue negotiations to acquire the Property ("Property")

The confidential information contains brief, selected information pertaining to the business and affairs of the Property, and has been provided through Seth Dailey of eXp Commercial of California, Inc. from information supplied to Seth Dailey of eXp Commercial of California, Inc. by way of the Seller/Owner/or other parties ('Owner'). Although parts of the confidential information have been reviewed by representatives of the Owner, it does not purport to be all-inclusive or to contain all the information which the Purchaser as a prospective buyer/investor may desire.

Neither the Owner nor Seth Dailey of eXp Commercial of California, Inc., or any of their partners, officers, directors, employees, or agents make any representation or warranty, expressed, or implied as to the accuracy or completeness of the confidential information or any of its contents, and no legal liability is assumed or is to be implied by any of the with respect thereto. There is no representation as to environmental conditions of the Property. The confidential information shall not be deemed an indication of the situation of the Property, nor constitute an indication that there has been no change in the business or affairs of the Property since the date of preparation of this memorandum. By Purchaser's receipt of the confidential information, Purchaser agrees that the information contained therein is of a confidential nature, and that Purchaser will hold and treat it in the strictest confidence, and that Purchaser will not, directly or indirectly, disclose or permit anyone else, that is not a part of Purchaser's acquisition team or a third-party representative of Purchaser to disclose this information or any part of the contents in any fashion or manner detrimental to the interest of the Owner or Seth Dailey of eXp Commercial of California, Inc.. Purchaser however will be allowed to discuss and share this information with any employee, accountant, consultant, advisor, financial institution, attorney, and/or any other party which is investing with or being compensated by Purchaser. Should Purchaser plan to create a partnership or new LLC to acquire the Property, Purchaser may share the information with its prospective partners and investors. Purchaser will not directly or indirectly, have discussions with the Owner, without first receiving written consent from both Seth Dailey of eXp Commercial of California, Inc. and the Owner.

In the event that Purchaser does not proceed with a purchase of the Property, Purchaser agrees that it shall, if requested by the Owner and/or Seth Dailey of eXp Commercial of California, Inc., promptly return to Seth Dailey of eXp Commercial of California, Inc., all written materials and confidential information relative to the Property, whether prepared by the Owner, Seth Dailey of eXp Commercial of California, Inc., their advisors, or otherwise, and will not retain any copies, extracts or other reproductions in whole or in part of such written material.

Purchaser hereby agrees to compensate Seth Dailey of eXp Commercial of California, Inc. with a fee of 2.5% of the total purchase price, to be paid at Closing, in the event of a consummated sale between Purchaser and Owner. In the event that Purchaser, or any partner related thereto, within three hundred sixty-five (365) days of the execution of this CA, negotiates and enters into a Purchase & Sale Agreement ('PSA') with Owner, and such PSA is consummated and subsequently closes, Purchaser shall owe a fee to Seth Dailey of eXp Commercial of California, Inc. in accordance with the Confidentiality Agreement, unless such PSA includes Owner paying a commission fee to Seth Dailey of eXp Commercial of California, Inc. Purchaser further agrees that neither Owner nor eXp Commercial of California, Inc. will co-op or otherwise pay or share any of the commission fee to any third-party broker ('Broker') and that if Purchaser utilizes the services of any Broker, that it shall solely be responsible for compensating said Broker, unless Seth Dailey of eXp Commercial of California, Inc. has a written agreement with said Broker to the contrary.

Purchaser agrees that unless and until a definitive PSA between the Owner and Purchaser, with respect to any transaction on the Property, referred to in the first paragraph of this CA, has been executed and delivered, neither the Owner and/or Seth Dailey of eXp Commercial of California, Inc., nor Purchaser will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this or any written or oral expression with respect to such a transaction by any of their directors, officers, employees, agents, advisors, or any other representatives therefore except in the case of this CA, for the Property and matters specifically agreed to herein. The agreements set forth herein may be modified or waived only by a separate written agreement, by and between the Owner and Purchaser, expressly modifying or waiving such agreements within the CA. Confirmed and Agreed to:
"Purchaser"