

CONFIDENTIALITY AGREEMENT - PRINCIPAL

**Redondo Beach Cafe
Redondo Beach, CA**

August 2017

KORUS Real Estate has been retained by the owner of Redondo Beach, CA (the "Owner") with respect to the offering for sale of the commercial building located at Redondo Beach, CA ("Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to KORUS Real Estate, Mark Hong.

KORUS Real Estate has certain information available for review concerning the Property which includes brochures and other materials (collectively "Informational Materials"). KORUS Real Estate will not disclose such Informational Materials to Potential Purchaser unless and until the Potential Purchaser has executed this agreement. Upon KORUS Real Estate's receipt of this executed agreement, KORUS Real Estate 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 KORUS Real Estate are confidential and shall continue to be the property of the Owner and KORUS Real Estate. The Informational Materials will be used solely for the purpose of the Potential Purchaser and may not be copied or duplicated without KORUS Real Estate's written consent and must be returned to KORUS Real Estate immediately upon KORUS Real Estate'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 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.
3. The Potential Purchaser understands and acknowledges that KORUS Real Estate 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 KORUS Real Estate by others and has not been independently verified by KORUS Real Estate and is not guaranteed as to completeness or accuracy. The Potential Purchaser agrees that neither KORUS Real Estate nor the Owner shall have any liability, for any reason, to the Potential Purchaser or related parties resulting from the use of the informational Materials. The Potential Purchaser hereby indemnifies and holds harmless KORUS Real Estate and the Owner and their respective affiliates and successors and assigns against and from any damage, loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this Agreement.
4. Registered Potential Purchaser represents to the Seller Parties that it has not had any discussions regarding the Property with any broker or agent other than Owner's Representative and Listing Broker. Registered Potential Purchaser acknowledges that it is a principal in connection with the purchase of the Property and Registered Potential Purchaser hereby agrees that it will not look to any of the Seller Parties for any commissions, fees or other compensation in connection with the sale of the Property.
5. Broker represents and covenants that it is currently, and at the time of the consummation of any sale of the Property to Registered Potential Purchaser, will be, a duly licensed real estate broker.
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. Owner is an intended third party beneficiary of the terms of this Agreement.

If in agreement with the foregoing, please return one original signed copy of this agreement to:

Mark Hong
3785 Wilshire Blvd, Ste 214
Los Angeles, CA 90010
(213) 251-9000 main
(213) 341-0986 fax
markhong@korusre.com

POTENTIAL PURCHASER:

(Signature)

Date: _____

Name: _____

Company: _____

Title: _____

Address: _____

City, State Zip: _____

Phone: _____

Facsimile: _____

Email: _____