

## CONFIDENTIALITY AGREEMENT - BROKER

3785 Wilshire Blvd  
Los Angeles, CA 90010

July 2024

KORUS Real Estate has been retained by the owner of 3785 Wilshire Blvd, Los Angeles, CA 90010 (the "Owner") with respect to the offering for sale of the commercial building located at 3785 Wilshire Blvd, Los Angeles, CA 90010 ("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's Broker; Commissions. (a) Registered Potential Purchaser hereby authorizes the undersigned Broker ("Broker") to represent Registered Potential Purchaser as its broker with respect to the purchase of the Property. 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, Listing Broker and 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.  
  
(b) As full and complete compensation to Broker for its efforts in connection with the Proposed Transaction, if a sale of the Property by Owner to Registered Potential Purchaser shall be consummated as more fully described below, and a commission is earned by and payable to Listing Broker for such sale pursuant to a separate agreement between Listing Broker and Owner, then Listing Broker shall pay to Broker upon the closing of such sale a commission in an amount equal to one (1%) of the sales price. As used in this paragraph, the term "sales price" shall mean the price specified in a binding agreement executed and delivered by Owner and Registered Potential Purchaser and shall include any adjustment to such price made in accordance with such agreement, but such price shall exclude any prorations and closing costs or charges to be made or paid by the parties. No compensation shall be earned by, or shall be due and payable to, Broker (i) in connection with any transaction relating to the Property other than the sale of the Property to Registered Potential Purchaser, or (ii) in connection with the sale of the Property to Registered Potential Purchaser unless and until title to the Property shall have closed, a deed shall have been delivered and accepted and all of the consideration shall have been paid to Owner in the manner required in the binding written agreement entered into by Owner and Registered Potential Purchaser regardless of whether any failure to close the sale is attributable to the act or fault of Owner, Owner's Representative, Broker or Registered Potential Purchaser,

a failure of title, a condemnation, either party's failure to pursue its remedies against the other, or any other reason whatsoever. Broker acknowledges and agrees that it is entitled to compensation in connection with the Proposed Transaction only to the extent expressly set forth above and further agrees not to look to any of the Seller Parties for any other commissions, fees or compensation in connection with 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  
2970 W Olympic Blvd Ste 304  
Los Angeles, CA 90006  
(213) 251-9000 main  
(213) 341-0986 fax  
markhong@korusre.com

**POTENTIAL PURCHASER:**

**POTENTIAL PURCHASER BROKER:**

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(Signature)

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(Signature)

Date:

Date:

Name:

Name:

Company:

Company:

Title:

Title:

Address:

Address:

City, State Zip:

City, State Zip:

Phone:

Phone:

Facsimile:

Facsimile:

Email:

Email: