

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (**the "Agreement"**) is made this _____ day of _____, 2012 by and between _____ (**print legibly**) ("**Prospective Purchaser**"), which definition shall include any entity which Prospective Purchaser may represent with respect to the purchase of the Property, and the owner of the Property ("**Owner**"), which definition shall include Madison Partners and Lee & Associates- Commerce Inc., with respect to the real estate located at 3305 E Vernon Avenue Vernon, California (**the "Property"**).

1. **Term of Agreement.** The term of this Agreement shall be for a twelve (12) month period commencing the date this Agreement is signed by all parties hereto. The obligation of confidentiality shall survive the termination of this Agreement for a period of six (6) months including any written extensions thereof. This agreement shall be governed by the laws of the State of California.
2. **Definitions of Terms & Conditions.** Prospective Purchaser declares its interest in exploring the possibility of buying the Property and Madison Partners is hereby authorized to represent Prospective Purchaser and Owner in facilitating the sale. It is understood and agreed that certain business information proprietary to the Owner which Owner considers confidential, may be provided or disclosed to Prospective Purchaser. Prospective Purchaser agrees that it is a principal in connection with the purchase of the Property and will not look to the owner or Madison Partners for any commissions, fees or other compensation in connection with the sale of the Property. In consideration of Prospective Purchaser being granted access to the Confidential Information, Prospective Purchaser agrees to the terms and conditions stated in this Agreement.
3. **Co-Broker Confidentiality & Compensation.** Prospective Purchaser may register a Co-Broker as its agent by having said Co-Broker execute the Confidentiality Agreement in part with Potential Purchaser, however, Potential Purchaser agrees that any and all fees or commissions to be received by Co-Broker will be the sole responsibility of Potential Purchaser. In addition, Co-Broker agrees it will not discuss the Property with any other party other than Prospective Purchaser and that it will not distribute any Property information or excerpts to any other party.
4. **Purpose of Confidential Information.** Prospective Purchaser and its Representatives agree to use the Confidential Information solely for the express purpose of exploring the possibility of purchasing the Property. Prospective Purchaser and its Representatives will hold and treat this Confidential Information is the strictest confidence and will not, directly or indirectly, disclose or permit anyone else to disclose any part of this Confidential Information to any other entity without prior written authorization of Owner.
5. **Non-Disturbance.** Prospective Purchaser and its Representatives agree not to make any inquiry of any negotiation with any person who has an ownership interest in the Property or with any property managers or with any employee of the Property, any tenants or any mortgagee without prior written authorization of Owner. Further, Prospective Purchaser and its Representatives shall not inspect the Property without prior authorization of Owner; it being understood that it will be disruptive to tenants, Owner, and employees of the Property unless each inspection is scheduled and organized by Owner.
6. **Severability.** If any provision hereof or the application thereof to any circumstance is found unenforceable, invalid or illegal, such provision shall be deemed deleted from this Agreement or not applicable to such circumstance, as the case may be, and the remainder of this Agreement shall not be affected or impaired thereby.
7. **Authorization.** The undersigned hereby represents and warrants that they are authorized to execute this Agreement on behalf of Prospective Purchaser and that this Agreement, when executed, shall become a valid and binding obligation of the Prospective Purchaser, enforceable in accordance with its terms.

By: _____
Authorized Signator

(please print all information legibly to ensure proper delivery)

Printed Name: _____

Co-Broker Co.: _____

Address: _____

By: _____
Co-Broker Authorized Signator

Co-Broker Phone: _____

Phone & Fax: _____

Co-Broker Email: _____

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Email: _____