

**Confidentiality Agreement**

By executing this agreement where indicated below, you hereby agree that any and all information ("Confidential Information") delivered to and/or obtained by you in connection with the **Carson Plaza Office Park at 500 & 550 E. Carson Plaza Drive, Carson, CA 90746** (the "Property") is confidential and that you will not disclose, directly or indirectly, any of its contents to any other entity or person without the prior written authorization from the Property owner ("Owner") or its authorized Property representative, Century American Realty, Inc. ("CAR").

In the event that this agreement is being executed by a real estate broker ("Broker"), only the Broker's registered party ("Party") may be presented with the Confidential Information provided that such Party is informed of and agrees to the terms of this agreement. Broker shall be entitled to a maximum total commission of one percent (1%) of the sale price in connection with a sale of the Property which commission will be paid by Owner in the event, but only in the event, Broker procures and submits an offer to purchase the Property from Party and Party actually closes escrow on the Property under and in accordance with such offer. You further agree to indemnify, protect, defend and hold Owner and CAR (together with their respective constituents and representatives) harmless from any and all claims arising directly or indirectly from any breach or violation of this agreement.

You also agree (i) that you will not use any Confidential Information in any manner detrimental to the interests of Owner or CAR, (ii) that neither Owner nor CAR makes any representation or warranty as to the accuracy or completeness of the Confidential Information, and (iii) that neither Owner, CAR nor their respective representatives shall have any liability under this agreement or on account of any information supplied to you for any cause or reason whatsoever. No party is entitled to rely on the accuracy or completeness of the Confidential Information and you agree to rely solely on your own independent investigation, analysis, appraisal and evaluation of the facts and circumstances in connection with the Property and any acquisition thereof. Projections, estimates, opinions and/or financial information contain estimates based on assumptions, all of which are subject to change, error, omissions and/or withdrawal without notice, and may not represent the current or future performance of the Property. Owner may discontinue the marketing of the Property at any time for any reason or no reason in Owner's sole discretion and without notice and is under no obligation to sell. This agreement is being executed for the benefit of CAR and Owner. Forwarding, transmitting and/or duplicating the Confidential Information is strictly prohibited. This agreement shall be governed and construed in accordance with the laws of the State of California, and may not be changed, waived or terminated orally and shall be binding upon the parties and their successors or assigns.

**AGREED TO AND ACCEPTED BY:****"Party" / Principal****Registered Party:** \_\_\_\_\_**Title:** \_\_\_\_\_**Company Name:** \_\_\_\_\_**Street Address:** \_\_\_\_\_**City, State:** \_\_\_\_\_**Telephone #:** \_\_\_\_\_**Fax #:** \_\_\_\_\_**Email:** \_\_\_\_\_**Signature:** \_\_\_\_\_**Date:** \_\_\_\_\_**AGREED TO AND ACCEPTED BY:****"Broker"****Representing Broker:** \_\_\_\_\_**Title:** \_\_\_\_\_**Brokerage Company:** \_\_\_\_\_**Street Address:** \_\_\_\_\_**City, State:** \_\_\_\_\_**Telephone #:** \_\_\_\_\_**Fax #:** \_\_\_\_\_**Email:** \_\_\_\_\_**Signature:** \_\_\_\_\_**Date:** \_\_\_\_\_