

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made by and between Cimmarusti Holdings, Inc. ("Owner"), and \_\_\_\_\_, successors, parents, subsidiaries, independent contractors, employees and clients, and each of their respective officers, directors, shareholders, members, partners and employees (collectively, "Interested Party or Buyer") on this date \_\_\_\_\_ with reference to the following:

- A. Owner is the Owner of that certain real property commonly known as 620 N. Brand Blvd. and 625 Maryland Ave. Glendale Properties (the "Property").
  
- B. Interested party has indicated an interest in evaluating the Property for purchase from Owner and has requested the opportunity to review confidential and/or proprietary economic, commercial, marketing and financial information contained in the files of the Owner and relating to the Property.

Therefore, in consideration of the privileges granted to Interested Party herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and Interested party hereby agree as follows:

### 1. Definition of Information.

The parties agree that, as used in the Agreement, the term "Information" means all information which has been or may be disclosed to Interested Party by Owner with regard to the Property and includes, without limitation, whether oral, written or in electronic media, any and all financial statements, rent rolls, photographs, summaries, documents, reports, summaries and reports based in whole or in part on the Information and all reports and other information given to Interested Party by any representative, agent, attorney, consultant, engineer or "Affiliate" (as that term is defined herein below) of Owner. The Information shall at all times remain the property of Owner, and Interested Party does not hereby obtain any right, title or interest or license in or to the Information or the Property. The Information shall not include information which is or hereafter becomes generally available to the public other than as a result of a disclosure in violation of this Agreement.

### 2. Confidentiality.

Interested Party agrees that the intent of the Agreement is to protect the legitimate business interests of Owner and that all Information furnished by the Owner, or each of them, or by their respective officers, directors, shareholders, members, employees (each, an "Affiliate"), by any means whatsoever, is and shall be deemed the confidential and proprietary information of the Owner. Interested Party further agrees to keep all Information confidential and not, directly or indirectly, to:

- a. Disclose or permit to be disclosed any Information to any third person or entity (including without limitation, Interested Party's clients, agents, brokers, contractors, representatives, prospective investors, consultants, advisors, attorneys and accountants), except to the extent that such third parties and entities have agreed to be legally bound by, and have assumed in writing Interested Party's obligations under, this Agreement;
- b. Use or permit the use of the Information in any way illegal, detrimental, or competitive to the Owner, or any of them, or for any purpose other than evaluating the Property, or;
- c. Disclose or permit to be disclosed any abstracts, summaries or extracts of the Information, or any analyses, compilations, forecasts, studies or other documents prepared by Interested Party that in any way pertain or relate to the Information.

Interested Party shall give immediate written notice to owner (or owners Authorized Agent) of Interested Party's receipt of any subpoena or court order before producing the Information sought therein. Such notice shall detail the specific information sought and for whom it is to be produced so that the Owner may seek a protective order or other appropriate remedy.

### 3. Reservation of Rights.

Notwithstanding the execution and delivery of this Agreement, the Owner shall have no obligation to provide Interested Party with Information, and the Owner shall reserve the right to deny access to the Information to Interested Party in their sole and absolute discretion. Access to the Information, if furnished, shall be limited to interested party only. Interested Party shall be responsible for maintaining the confidentiality of the Information and for preventing any unpermitted disclosure thereof. Interested Party shall be liable to the Owner, and each of them, for damages suffered by them arising out of any unpermitted disclosure of the Information.

### 4. Return of Information.

Interested Party agrees that, upon the Owner's request, Interested Party shall promptly return to the Owner all written or tangible Information provided by Owner, including without limitation, all copies, summaries, abstracts or extracts thereof in any medium whatsoever, including but not limited to, electronic data, xerographic and photographic. Interested Party also agrees to maintain as confidential in accordance with the terms hereof any information consisting of analyses, compilations, forecasts, studies or other documents prepared by Interested Party that in any way pertain or relate to the Information.

### 5. Disclaimer.

Interested Party acknowledges that none of the Owner, or their respective Affiliates, have made, nor shall be deemed to have made, any express or implied representations or warranties as to the accuracy or completeness of any of the Information provided to Interested Party. Accordingly, Interested Party acknowledges that Interested Party is not entitled to rely on, and Interested Party does not intend to rely on, the Information, and the Owner, and each of their Affiliates, do not in any way adopt or endorse, and are not liable or responsible for, the content, thoroughness, evaluation, methods or conclusions provided in any and all environmental or engineering reports or studies regarding the Property or in any and all reports or studies regarding the Property not

prepared by the Owner or their Affiliates. Interested Party further acknowledges and agrees that it shall not rely on any purported representations or warranties concerning the Information made by the Owner and their respective Affiliates. Interested Party hereby releases Owner and their respective Affiliates from all claims, demands, liabilities, causes of action, judgments, losses, damages, costs or expenses (including, without limitation, attorneys' fees and costs) asserted against or by Interested Party by reason of any matters contained within, or omitted from, the Information and any reliance whatsoever by Interested Party on the Information.

#### 6. Publicity.

Absent the prior written consent of the Owner in each instance, Interested Party shall not: (i) make or release any notification or public announcement regarding the subject of this Agreement or any negotiations by the Owner concerning the Property; (ii) disclose to any person or entity that Interested Party has received the Information, or any part thereof; and (iii) disclose to any person or entity that any negotiations by the Owner concerning the Property are on-going.

#### 7. Release of Information.

Interested Party acknowledges that the Owner will not disclose any Information contained in any document or other writing which would not be subject to discovery in a lawsuit in which the Owner, or any of them, or any of their respective Affiliates, were a party. Interested Party further acknowledges that the Owner will not disclose any Information which is protected by the attorney/client privilege, the attorney work product doctrine and/or any other privileges protecting such Information from disclosure under applicable law, court order, contract or otherwise.

#### 8. No Oral Agreements.

Except as to the agreements of confidentiality and other certifications and agreements set forth herein, neither Interested Party nor the Owner will be under any legal obligation of any kind whatsoever until a written agreement governing any transaction by and between Interested Party and the owner, or any of them, is duly executed and delivered. The Owner absolutely reserves the right to: (i) offer the Property for sale to; (ii) disclose all or any part of the Information to; and (iii) permit the review of all or any part of the Information by, any other prospective purchasers of the Property, or any of them. The understandings and agreements set forth herein may be modified or waived only by a separate writing between Interested Party and the Owner.

#### 9. Indemnification.

Interested Party hereby agrees to indemnify and hold the Owner, and each of them, their respective Affiliates, and each of their successors and assigns, harmless from and against any and all liabilities, claims, causes of action, proceedings, demands, losses, filings, penalties, judgments, damages (including, without limitation, consequential damages), costs and expenses of every kind and nature, including attorneys' fees and costs (including, but not limited to, court costs), relating in any manner to or arising out of, directly or indirectly, the disclosure of the Information to Interested Party pursuant to this Agreement or the breach of any provision hereof by Interested Party.

10. Survival.

The terms of this Agreement shall survive the completion of any due diligence or review of the Property by Interested Party, but will not supersede, amend or otherwise modify any written agreement between Interested Party and Owner, or any of them, for the purchase and sale of one or more of the Property. This Agreement will terminate upon the earlier to occur of the following: Interested Party and Owner agree in writing to terminate this Agreement or the passage of two (2) years from the date hereof.

11. Notice.

All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing and shall be deemed to have been given, if mailed by United States Mail, postage prepaid, on the date which is three (3) business days after the date posted, or if personally delivered, when delivered to the address shown below, or to such other places Owner or Interested Party may from time to time designate in a notice to the other.

TO OWNER:

TO INTERESTED PARTY/BUYER:

Cimmarusti Holdings  
620 North Brand Blvd. Suite 402  
Glendale, CA 91203

12. Miscellaneous Provisions.

This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of the violation of any of the provisions of this Agreement by Interested party, the Owner shall be entitled to any and all monetary damages permitted by law. Without limiting any rights or remedies available to the Owner upon the violation of any of the provisions of this Agreement, Interested Party agrees that should Interested Party breach this Agreement, the Owner, or any of them, would be irreparably and immediately harmed and could not be made whole by monetary damages alone. Accordingly, Interested party agrees that the Owner shall, in each case without proof of monetary damages but without prejudice to obtaining consequential and actual damages, attorneys' fees and costs (including but not limited to court costs), be entitled to enforce specific performance of this Agreement and to such other equitable relief, including without limitation, injunctive relief, as may be permitted under applicable law. No failure or delay on the part of the Owner in exercising any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power, privilege or remedy hereunder. Both Interested Party and the Owner shall be deemed to have drafted this Agreement, and any rule of construction requiring ambiguities to be resolved against the party which drafted a document shall not apply in interpreting this Agreement. Time is of the essence of this Agreement. This Agreement shall be binding on, and inure to the benefit of, the successors and assigns of Interested Party and the Owner, and each of them. Each individual executing this Agreement on behalf of Interested Party or Owner represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party and further that this Agreement is binding and obligatory upon said party. If any action, including without limitation, an arbitration, should arise among the parties hereto to enforce or interpret the terms of the

Agreement, the prevailing party in such action shall be entitled to an award of all of its reasonable expenses incurred in such action, including without limitation, its attorney's fees, expert fees and court costs.

Executed as the date first above written at Encino, California.

“AGENT FOR OWNER  
SYSTEMS REAL ESTATE MANAGEMENT INC.”      “INTERESTED PARTY/BUYER”

\_\_\_\_\_  
“Agent for Owner” Signature

\_\_\_\_\_  
“Interested Party/Buyer Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

#### ASSUMPTION OF TERMS AND CONDITIONS OF CONFIDENTIALITY AGREEMENT

Pursuant to Paragraph 2a. of the within Confidentiality Agreement, the undersigned hereby agrees to be bound by all of the terms and conditions of this Confidentiality Agreement, to maintain the confidentiality of all “Information” (as that term is defined herein) and to assume all of the obligations of the “Interested Party” (as that term is defined herein) under this Confidentiality Agreement. The foregoing agreement is made by the undersigned on behalf of: (A) his or herself; (B) any entity for which the undersigned is acting; and (C) all of his or her or any such entity's “Affiliates” (as that term is defined herein).

\_\_\_\_\_  
Dated: