



CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This agreement (Agreement) made this _____ (Date) between **KW Commercial (Melina Ghotanian-Agent) & (Anie Mayelian-Agent)** and _____ and/or assignee **(Investor)**. In connection with Investor's consideration of a possible transaction in connection with the property described as:

Dev-opp, asking \$8.5m, 155+ units (opportunity zone), Zoning LAC2, approx 140k sqft, Great Unit Mix with - Ground Floor NNN Income Potential (Property), all parties' named above agree to the following terms and conditions:

1. **Genuine Business Interest.** Investor is genuinely interested in pursuing a business opportunity in connection with the Property with KW Commercial.
2. **Permitted Use.** Investor will use all information provided by KW Commercial solely for purposes of evaluating its business dealings with KW Commercial in connection with the Property.
3. **Confidentiality.** KW Commercial and Investor both acknowledge that all information and materials furnished from KW Commercial concerning the Property is confidential and may not be used for any purpose other than evaluation of Investor's business transaction with KW Commercial in connection with the Property.
4. **Nondisclosure.** Investor agrees not to disclose to any other person the fact that any discussion or negotiations are taking place with respect to the Property or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.
5. **Discretion.** Investor agrees not to contact the Property owner, employees, suppliers, or customers except through KW Commercial. Investor further agrees not to circumvent or interfere with KW Commercial's written contract or verbal agreement with the owner of the Property in any way.
6. **Binding Effect.** The "Investor", intending to be legally bound, hereby irrevocably agrees not to circumvent, avoid, bypass, directly or indirectly, to avoid payment or fees, commissions, or any other form of compensation in the proposed transaction as they relate to the above mentioned property. In the event of circumvention, either directly or indirectly, KW Commercial shall be entitled to a legal monetary penalty equal to the maximum services fee it should realize from such transaction, including all legal expenses in the recovery of funds. This agreement shall remain in effect for one year from date signed by "Investor".
7. **Cost of Enforcement.** In the event either party commences a judicial action to enforce the provision of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, all costs and expenses incurred by it in the prosecution of defense of such action, including reasonable attorneys' fees.
8. **Warranty.** KW Commercial does not guarantee, warrant, either expressed or implied, any information and/or figures supplied by the owner of the Property. Investor should rely on his own verification of this information as a part of his or her own due diligence.
9. **Reproduction Prohibited:** No copies shall be made or retained of any written information supplied to KW Commercial to Investor. At the conclusion of any discussion, negotiation or upon demand by KW Commercial, all information including written notes, photographs, or notes taken by Investor shall be returned to KW Commercial. Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this Agreement.

_____ ("Investor")	_____ (Date)	_____ (Phone)	_____ (Email)
_____ ("Selling Agent")	_____ (Date)	_____ (Phone)	_____ (Email)
<i>Anie Mayelian</i> _____ KW Commercial Anie Mayelian (Agent)	_____ (Date)	<u>(818)915-9118</u> _____ (Phone)	<u>anie@mayeliangroup.com</u> _____ (Email)
<i>Melina Ghotanian</i> _____ KW Commercial Melina Ghotanian (Agent)	_____ (Date)	<u>(818)983-6766</u> _____ (Phone)	<u>melina@mayeliangroup.com</u> _____ (Email)