

CONFIDENTIALITY AGREEMENT AND PROSPECTIVE BUYER REGISTRATION

Re: 19550 E Cienega Avenue, Covina, California (the "Property")

This Confidentiality Agreement (this "Agreement") is made as of the date of execution below by and between MINFAM, LLC ("Owner"), the disclosing party, KW Commercial ("Broker"), and the undersigned prospective purchaser ("Buyer"), in connection with Buyer's possible acquisition of the apartment building located at 19550 E Cienega Avenue, Covina, California.

Owner has authorized Broker to provide certain confidential information regarding the Property to qualified prospective purchasers. In consideration of Broker furnishing such information to Buyer, and as a condition to receiving it, Buyer agrees as follows:

1. **Confidential Information.** "Confidential Information" means all information concerning the Property furnished by Owner or Broker, whether written, electronic, or oral, including without limitation rent rolls, tenant information, operating statements, income and expense data, financial projections, leases, contracts, environmental and physical reports, and the fact that the Property may be available for sale. Confidential Information does not include information that is or becomes publicly available through no fault of Buyer.
2. **Non-Disclosure.** Buyer shall keep all Confidential Information strictly confidential and shall not disclose it to any person other than Buyer's partners, members, officers, employees, lenders, attorneys, accountants, and advisors who need to know such information to evaluate the potential purchase (collectively, "Representatives") and who agree to be bound by the terms of this Agreement. Buyer shall be responsible for any breach of this Agreement by its Representatives.
3. **Use of Information.** Buyer shall use the Confidential Information solely for the purpose of evaluating a possible purchase of the Property and for no other purpose.
4. **No Contact with Tenants or Personnel.** Buyer shall not contact or communicate with Owner, any tenants, occupants, on-site personnel, lenders, or vendors of the Property, and shall not visit or enter the Property, except through and with the prior written consent of Broker. All inquiries, inspections, and communications shall be directed exclusively through Broker.
5. **No Representations or Warranties.** Neither Owner nor Broker makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Buyer shall rely solely on its own independent investigation and due diligence in evaluating the Property. Buyer waives any claims against Owner and Broker arising from Buyer's use of, or reliance upon, the Confidential Information.
6. **Return of Materials.** Upon request of Owner or Broker, or if Buyer elects not to pursue the purchase of the Property, Buyer shall promptly return or destroy all Confidential Information and any copies, notes, or analyses derived therefrom.
7. **No Obligation to Sell.** This Agreement does not obligate Owner to sell the Property or to negotiate with Buyer, and Owner reserves the right to withdraw the Property from the market, reject any offer, or negotiate with any other party at any time, in each case without liability to Buyer.
8. **Term; Remedies.** Buyer's obligations under this Agreement shall remain in effect for two (2) years from the date of execution. Buyer acknowledges that a breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate, and that Owner and Broker shall be entitled to seek injunctive relief in addition to any other available remedies.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement constitutes the entire agreement among the parties with respect to its subject matter and may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

PROSPECTIVE BUYER REGISTRATION

By signing below, the undersigned registers as a prospective buyer of the Property and agrees to the terms of this Confidentiality Agreement.

Buyer Signature/Entity

Name: _____

Signatory Name & Title: _____

Mailing Address: _____

Phone: _____

Email: _____

Buyer's Broker (if any): _____

Broker's Firm & DRE #: _____

Signature: _____

Date: _____

Please return the executed Agreement to:

KW Commercial – Attn: Kevin Hurley (Cal DRE: 01237798) & Kevin Lutz (Cal DRE: 00925595)

199 S. Los Robles Ave, Suite 130, Pasadena, CA 91101

Khurley@kwcommercial.com & Klutz@kwcommercial.com