

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RE: POSSIBLE PURCHASE AND FOR ENTRY ON PROPERTY LOCATED AT

GOLDEN MOTEL - 6343-6359 Rosemead Blvd., San Gabriel, CA 91775

("Property")

By _____

_____ ("Principal")

Please be advised that **Hsiao Ping Wang, Lin Hui C Wang, Chi Koang Wong,** ("Seller") is considering a possible sale of the fee simple interest in

GOLDEN MOTEL - 6343-6359 Rosemead Blvd., San Gabriel, CA 91775

(the "Property"), with **Growth Investment Group/GIG Real Estate, Inc., Remax Titanium** acting as the authorized sales representatives ("Broker"). Broker will have available for review certain information concerning the Property which includes brochures, documents, proforma financial information, and other materials (collectively "Informational Materials"). Please be advised that neither the Seller, or Broker will make such Informational Material available to the Principal with regard to the contemplated sale of the Property unless and until the Principal has executed this agreement ("Confidentiality Agreement") and thereby agrees to be bound by its terms. Seller is prepared to provide the Informational Materials for the Principal's consideration in connection with the possible purchase of the Property by the Principal, subject to the conditions set forth below.

1. All Informational Materials relating to the Property, which may be furnished to the Principal by the Seller, Property Manager or Broker shall continue to be the Property of the Seller. The Informational Materials will be used by the Principal **SOLELY** for the purpose of evaluating the possible acquisition of the Property and not for any purpose not related to the possible acquisition of the Property, including for the purpose of contacting tenants of the Property, and may not be copied or duplicated without the Seller's consent and must be returned to the Seller immediately upon the Seller's request or when the Principal declines to make an offer for the Property or terminates discussions or negotiations with respect to the Property.
2. The Principal will not make any Informational Materials available, disclose any of the contents thereof, or disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property, to any person, unless such person has been identified to the Seller in writing and the Seller has approved the furnishing of the Informational Materials or such disclosure to such person, and such person has entered into an agreement with the Seller, the provisions of which agreement shall be substantially the same as the provisions of this Confidentiality Agreement, provided however, that the Informational Materials and this Confidentiality Agreement may be disclosed to the Principal's partners, employees, legal counsel and institutional lenders ("Related Parties") who, in the Principal's best reasonable judgment, need to know such information for the purpose of evaluating the potential purchase of the Property or any interest therein by the Principal. Such Related Parties shall be informed by the Principal of the confidential nature of the Informational Materials and shall be directed in writing by the Principal to keep all the Informational Materials strictly confidential in accordance with this Confidentiality Agreement. The Prospective Purchaser shall be responsible for any violation of this provision by any of the Related Parties.
3. Principal further covenants and agrees not to contact the tenants, leasing brokers or property management staff of



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the Property in any form or fashion pertaining in any way to Principal's review/due diligence as to the Property and/or any of the information provided in accordance with this Agreement. In the event Principal decides for any reason not to acquire the Property and or to terminate discussions/negotiations therefor, Principal shall within 5 days return all materials provided hereunder.

4. Although we have endeavored to include in the Informational Materials information which we believe to be relevant to the purpose of your investigation, the **Principal understands and acknowledges that neither the Seller, or Broker make any representation or warranty as to the accuracy or completeness of the Informational Materials.** The Principal further understands and acknowledges that the information used in the preparation of the Informational Materials was furnished to the Seller, and Broker by other parties and has not been independently verified by Seller, or Broker and is not guaranteed as to completeness or accuracy. The Principal agrees that neither the Seller, or Broker shall have any liability for any reason to the Principal or any of its Representatives or Related Parties resulting from the use of the Informational Materials by any person in connection with the sale of, or other investment by the Principal in the Property, whether or not consummated for any reason.
5. The Principal acknowledges that the Property has been offered for sale subject to withdrawal from the market or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice.
6. For purposes of this Agreement, the term "purchase" or "sale" of the Property or other similar language in this Confidentiality Agreement shall be deemed to refer to the purchase or sale of all or a portion of the Property or the purchase of an interest in the Property.
7. **The Principal hereby represents and warrants to Seller and Broker that the Principal has not dealt with any other broker, finder or agent in connection with any possible sale or other transaction concerning the Property other than Growth Investment Group & Remax Titanium and that no broker represents, or will represent, Principal in connection with any possible sale or other transaction concerning the Property other than Growth Investment Group & Remax Titanium and Principal agrees to indemnify and hold harmless Seller and Growth Investment Group & Remax Titanium and their successors and assigns from and against any and all claims, demands, losses, liabilities, suits, costs or expenses due to or arising from any claims of any broker, finder or similar agent for commissions, fees or other compensation in connection with any possible sale or other transaction concerning the Property based on alleged dealings with the Principal, if Principal should successfully close escrow.**
8. In the event of any breach of this Confidentiality Agreement by Prospective Purchaser or its Related Parties, Seller would be irreparably and immediately harmed and could not be made whole solely by monetary damages. Accordingly, it is agreed that, without prejudice to any rights and remedies otherwise available to Seller, Seller shall be entitled (i) to equitable relief by way of injunction in the event of a breach of any provision of this Confidentiality Agreement, and (ii) to compel specific performance, in each case without the need for proof of actual damages. Principal agrees to indemnify Seller for losses, claims, damages, costs and expenses, including reasonable attorneys' fees that Seller may incur or suffer in connection with the breach of this Confidentiality Agreement and/or its enforcement.
9. This Confidentiality Agreement shall remain in effect until EIGHTEEN (18) MONTHS after the date of Principal's acceptance of this Confidentiality Agreement.



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- 10. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 11. This Confidentiality Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by any instrument in writing signed by the parties subsequent to the date of this Confidentiality Agreement. The parties have not made any other agreement or representation with respect to such matters.

If the Principal is in agreement with the foregoing, please sign and email this Confidentiality Agreement as follows:

Attn.:
 Han Widjaja Chen (CA License #01749321)
Han.chen@growthinvestmentgroup.com
 Phone: 626.594.4900
 Fax: 626.594.4901
 999 S San Gabriel Blvd.
 San Gabriel, CA 91776

IMPORTANT:

THIS DOCUMENT RELIEVES THE SELLER AND THE BROKER AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE.

I HAVE READ THIS CONFIDENTIALITY AGREEMENT AND WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

AGREED TO AND ACCEPTED (PRINCIPAL):

By: _____ Date: _____
 Printed Name: _____ E-mail: _____
 Company Name: _____ Phone Number: _____
 Address: _____ Fax Number: _____

By: _____ Date: _____
 Printed Name: _____ E-mail: _____



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Company Name: _____

Phone Number: _____

Address: _____

Fax Number: _____

