



BROKER CONFIDENTIALITY AGREEMENT

You (the "Procuring Broker") have advised Corion Properties, Inc. (the "Owners Agent") that you wish to register a client with respect to the potential purchase of 3565 Del Amo Blvd. Torrance, CA 90503 (the "Property"). The Owner's Agent has been retained on an exclusive basis by 3565 Del Amo Associates LP, (the "Owner") with respect to the sale of the Property. The Owner has indicated that all inquiries and communications with respect to the contemplated sale of the Property shall be directed to the Owner's Agent. All negotiations concerning the Property will be handled exclusively through the Owner's Agent. No contact with the Owner is permitted without direct authorization of the Owner's Agent. The Owner shall pay all fees due Owner's Agent in connection with the sale of the Property.

Owner's Agent has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). Owner's Agent will not make such Informational Materials available to the Procuring Broker or the Registered Potential Purchaser unless and until the Procuring Broker and the Registered Potential Purchaser have executed this agreement. On behalf of the Owner, Owner's Agent is prepared to consider the Procuring Broker's registration of the undersigned principal (the "Registered Potential Purchaser"). Upon Owner's Agent's receipt of this executed agreement, Owner's Agent is prepared to provide the Informational Materials for the Registered Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Informational Materials relating to the Property which may be furnished to the Procuring Broker and the Registered Potential Purchaser by Owner's Agent shall continue to be the property of the Owner and Owner's Agent. The Informational Materials will be used by the Procuring Broker solely for the purpose of presenting same to the Registered Potential Purchaser and may not be copied or duplicated without Owner's Agent's written consent and must be returned to Owner's Agent immediately upon Owner's Agent's request or when the Registered Potential Purchaser terminates negotiations with respect to the Property.
2. Neither Procuring Broker nor the Registered Potential Purchaser will disclose the Informational Materials to any person other than the Registered Potential Purchaser, unless Owner's Agent has approved in writing such disclosure, provided, however, that the Informational Materials may be disclosed to the Registered Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property. The Registered Potential Purchaser and such Related Parties shall be informed by the Procuring Broker of the confidential nature of the Informational Materials and must agree to keep all Informational Materials strictly confidential in accordance with this agreement. The Procuring Broker shall be responsible for any violation of this provision by the Registered Potential Purchaser or Related Party.
3. The Registered Potential Purchaser authorizes the Procuring Broker to represent it as its Procuring Broker with respect to the purchase of the Property. Both the Registered Potential Purchaser and the Procuring Broker, hereby agree to indemnify Owner's Agent and the Owner against any compensation, fee, loss, liability or expense, including attorney's fees, arising from claims by Procuring Broker or any other party the Registered Potential Purchaser or Procuring Broker has had dealings with, excluding Owner's Agent, in connection with the proposed transaction.-The Procuring Broker agrees it will not discuss the Property with any other party other than the Registered Potential Purchaser and that it will not distribute the Informational Materials or excerpts to any other party. The Potential Purchaser acknowledges that it is a principal in connection with the purchase of the Property and the Potential Purchaser hereby agrees that he will not look to the Owner or Owner's Agent for any commissions, fees or other compensation in connection with the sale of the Property. Additionally, the Potential Purchaser acknowledges that he has not had any discussions regarding the Property with any Procuring Broker or agent other than Owner's Agent and the Procuring Broker.
4. The Procuring Broker represents and covenants that it is, and at the time of the consummation of any sale of the Property to the Registered Potential Purchaser will be, a duly licensed real estate Procuring Broker.
5. The Procuring Broker understands and acknowledges that Owner's Agent and the Owner do not make any representation or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to Owner's Agent by others and has not been independently verified by Owner's Agent and is not guaranteed as to completeness or accuracy. The Procuring Broker agrees that neither Owner's Agent nor the Owner, shall have any liability for any reason to the Procuring Broker or the Registered Potential

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Purchaser or Related Parties resulting from the use of the Informational Materials. Prior to finalizing an agreement to purchase or invest in the Property, it is the Registered Potential Purchaser’s responsibility to perform due diligence and make an independent verification of all Informational Materials relating to the Property.

6. The Procuring Broker hereby indemnifies and holds harmless Owner’s Agent and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other Procuring Broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Procuring Broker or, the Registered Potential Purchaser, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property to the Registered Potential Purchaser.

7. The Procuring Broker acknowledges that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. Procuring Broker acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.

If in agreement with the foregoing, Please return a fully executed copy to: JoAnn Horeni email: jhoreni@corionenterprises.com.

PROCURING BROKER:

REGISTERED POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO

ACCEPTED AND AGREED TO

Date:

Date:

Signature:

Signature:

Name:

Name:

Title:

Title:

Company:

Company:

Address:

Address:

Phone Number:

Phone Number:

Fax Number:

Fax Number:

Email:

Email: