



The undersigned, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the business and property identified herein "Opportunities" listed by Chase Realty Advisors, Inc. dba Restaurant Real Estate Advisors ("Broker"). The undersigned requests information relating to the following Restaurant/Bar/Property Opportunities:

1,100 +- Square Foot Restaurant, Studio City

Such information shall be provided to the undersigned for the sole purpose of entering into discussions with Seller ("Seller") of said Opportunities for the possible purchase by the undersigned of all or part of the stock or assets of the Opportunity. As used herein, the term Buyer ("Buyer") applies to the undersigned and any partnership, corporation, individual, broker or other entity with which the undersigned is affiliated or assigns. The undersigned agrees as follows:

- 1. NON-DISCLOSURE OF INFORMATION:** The undersigned acknowledges that Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees with Broker not to disclose or permit access to any Confidential Information without the prior written consent of Seller, to anyone other than Buyer's employees, legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Opportunity. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Opportunity, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Opportunity or as may be required by legal process. If the Buyer does not purchase the Opportunity, Buyer, at the close of negotiations, will destroy or return to Broker (at Broker's option) all information provided to Buyer and will not retain any copy, reproduction, or record thereof.
- 2. DEFINITION OF "CONFIDENTIAL INFORMATION":** The term "Confidential Information" shall mean all information, including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists and any other information whether written, oral or otherwise made know to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller; (b) from communication with Seller or its directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises, or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information which is readily available and known to the public.

3. DISCLAIMER OF BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY: When commercial and business brokers take a business to market they receive information about the business from the seller, usually including but not limited to tax returns, financial statements, equipment lists and pertinent building information's. Based on information provided by the Seller, brokers often prepare a summary description of the business which may include a cash flow projection, an adjusted income statement, or a seller discretionary cash flow statement. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the business, its assets, liabilities, financial statements, tax returns, and any other facts which might influence Buyer's decision to purchase or the price Buyer is willing to pay. Any decision by Buyer to purchase the Opportunity shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other advisors. **Broker urges Buyer to obtain independent legal and tax counsel.**

4. NON-CIRCUMVENTION AGREEMENT: The Seller has entered into an agreement providing that Seller shall pay a fee to listing broker if during the term of that agreement or up to twelve months thereafter, the Opportunity is transferred to a buyer introduced by listing broker. Buyer shall conduct all inquiries into and discussions about the Opportunity solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of the Opportunity, acquire any interest in, or become affiliated in any capacity with Opportunity(s) without Broker's participation, or in any way interfere with Brokers' right to a fee the Buyer shall be liable to listing broker for such fee of not less than Ten (10%) percent of the purchase price and any other damages including reasonable attorney's fees and costs.

5. FURTHER TERMS: Neither Buyer, nor Buyer's agents will contact Seller's employees, customers, landlords or suppliers without Seller's consent. For one year, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Broker may act as a dual agent representing both Buyer and Seller. Seller is specifically intended to be a beneficiary of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. Seller may assign this Agreement to any new ownership of Opportunity. This Agreement can only be modified in writing, signed by both Broker and Buyer. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under and governed by the laws of the State of California. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so.



6. Buyer acknowledges receipt of a fully completed copy of this Agreement.

Buyer (Buyers Full Name is required)

Signature:

Date:

Company:

Print name:

Cell phone:

Email:

Buyers Broker/Agent (If applicable)

Company:

Print name:

Cell phone:

Email:

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