



# EXCLUSIVE LISTING

AN IMAGE LOCATIONS COMPANY

## REGISTRATION, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**Potential Purchaser shall keep the Potential Transaction absolutely confidential.** The Potential Purchaser is interested in obtaining information regarding 35 Hozoni Dr., Sedona, AZ (Property) in order to evaluate the possible acquisition (“Proposed Transaction”) of the Property by Potential Purchaser from the Owner. Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to James Kim of Exclusive Listing, the Owner’s Broker. By accepting this Agreement and the Evaluation Materials (as hereinafter defined), Potential Purchaser hereby agrees as follows:

- Confidentiality.** All information and documents regarding the Property (collectively, “Evaluation Materials”) provided to Potential Purchaser by Owner, Owner’s Broker and/or any of their respective consultants, agents or employees (collectively, “Seller Parties”) will be used solely for the purpose of evaluating the possible acquisition of the Property by Potential Purchaser, and will not be used or duplicated for any other purpose. Potential Purchaser shall keep all Evaluation Materials strictly confidential; provided, however, that such Evaluation Materials may be delivered to such persons or entities who because of their involvement with the Proposed Transaction need to know such information for the purpose of giving advice with respect to, or consummating, the Proposed Transaction (collectively, “Related Parties”); further provided, however, that any such Related Parties shall be informed by Potential Purchaser of the confidential nature of such information and shall be directed by Potential Purchaser (and Potential Purchaser shall cause such Related Parties) to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement. In any event, Potential Purchaser will be responsible for such Related Parties complying with the confidentiality provisions hereof. Potential Purchaser will not communicate with employees, tenants, or occupants of the Property without the prior written consent of Owner or Owner’s Broker. This Agreement shall terminate one (1) year from the date hereof.
- Indemnification.** Potential Purchaser hereby agrees to indemnify and hold harmless Owner and Owner’s Broker against any and all costs, losses, liabilities or expenses, including reasonable attorney’s fees, arising from a breach of this Agreement.
- Non Disclosure.** Potential Purchaser shall not (i) disclose the fact that discussions or negotiations are taking place concerning the Proposed Transaction; or (ii) conduct any discussions, negotiations or make any inquiries concerning the Proposed Transaction with any other person or entity (including Property tenants) except for Owner and Owner’s Broker, except as may be expressly permitted elsewhere in this Agreement and in such case, only in strict accordance with the provisions hereof. In the event that Potential Purchaser or a Related Party becomes legally compelled to disclose all or any part of the Evaluation Materials, Potential Purchaser will provide Owner and Owner’s Representative with prompt written notice so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Potential Purchaser acknowledges that damages may be inadequate to protect against breach of these provisions and therefore agrees in advance to the granting of injunctive relief as described above in Owner’s favor without proof of actual damages in



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addition to any other remedies available at law or in equity. In the event that such protective order or other remedy is not obtained, or that Owner waives compliance with the provisions of this Agreement, Potential Purchaser will furnish only that portion of the Evaluation Materials that is legally required and will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Evaluation Materials. Potential Purchaser shall reimburse Seller Parties for all costs and expenses, including reasonable attorneys' fees, incurred by Seller Parties in successfully enforcing Potential Purchaser's obligations under this Agreement.

- 4. Brokerage Commissions. Potential Purchaser is advised and acknowledges that EXCLUSIVE LISTING AND UNITED COUNTRY EXCELERATE REAL ESTATE AND AUCTION ("Listing Broker") is acting on behalf of Seller as Seller's exclusive agent in connection with the sale of this Property. Listing Broker shall cooperate with all licensed real estate brokers or agents (the "Cooperating Broker") representing a Potential Purchaser, provided the Potential Purchaser acknowledges, by signing and submitting this Confidentiality Agreement, that the Cooperating Broker is representing the Potential Purchaser in the acquisition of the Property. Listing Broker agrees to offer the Cooperating Broker a brokerage fee in the amount of TWO PERCENT (2.0%) of the Selling Price paid at the close of escrow and the commission due to Cooperating Broker shall be payable at the close of escrow and through escrow.

### ACCEPTING PARTY

EXCLUSIVE LISTING

James Kim  
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UNITED COUNTRY EXCELERATE REAL ESTATE  
AND AUCTION

John Payne  
480.422.6800  
john@templeview.us  
AZ Lic: LC658684000

POTENTIAL PURCHASER

BROKER FOR POTENTIAL PURCHASER

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Corporation: \_\_\_\_\_ Corporation: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

License: \_\_\_\_\_