

6. If Owner and Purchaser have not entered into a formal purchase and sale agreement for the sale of the Property by Owner to Purchaser (a "Purchase Contract") within 60 days after the date of this letter, Purchaser will promptly return the Confidential Information to Owner or destroy it, including any and all copies, and Purchaser will continue to be bound by the terms of this Agreement.
7. Except as may be otherwise expressly provided in a Purchase Contract, neither Owner nor any of its affiliates, agents, brokers, advisors or representatives: (a) makes any representations or warranties, expressed or implied, whatsoever as to the completeness or accuracy of the Confidential Information, or (b) will have any liability whatsoever to Purchaser or Related Parties relating to the Confidential Information, it being understood that Purchaser will rely solely on its own due diligence studies in determining whether to make an offer, or to purchase the Property.
8. Purchaser agrees to indemnify and hold harmless Owner against and from any claim, judgment, loss, liability, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements) resulting from any breach by Purchaser of its obligations under this Agreement. Purchaser agrees that, in the event of a breach of this Agreement by Purchaser or Related Parties, in addition to any other remedies that may be available to Owner, Owner will be entitled to specific performance and injunctive or other equitable relief, and to any remedies provided under the California Uniform Trade Secrets Act, Civil Code Section 3426. Owner will be entitled to reasonable attorneys' fees and costs incurred in enforcing any action brought under this Agreement.
9. This Agreement will be governed by and enforced in accordance with the laws of California. The parties submit to the non-exclusive jurisdiction of any Federal or State court sitting in the County of Los Angeles, California, in connection with any dispute arising hereunder.

_____ *[print name of Purchaser]*

_____ *[print name of Purchaser's broker, if any]*

By: _____
(Signature)

By: _____
(Signature)

Company: _____

Company: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

E-mail: _____

E-mail: _____