



BROKER CONFIDENTIALITY AND REGISTRATION AGREEMENT

**RE: TORRANCE VILLAGE CENTER (the "Property")
4170-4172 PACIFIC COAST HIGHWAY & 24002-24050 VISTA MONTANA, TORRANCE CALIFORNIA**

You (the "Broker") have advised Bison Asset Management that you intend to register a client with respect to the potential purchase of the Property. Bison Asset Management has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). Bison Asset Management will not make such Informational Materials available to the Broker or the Registered Potential Purchaser unless and until the Broker and the Registered Potential Purchaser have executed this agreement. Bison Asset Management is prepared to consider the Broker's registration of the undersigned principal (the "Registered Potential Purchaser"). Upon Bison Asset Management's receipt of this executed agreement, Bison Asset Management 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 Broker and the Registered Potential Purchaser by Bison Asset Management shall continue to be the property of the Owner and Bison Asset Management. The Informational Materials will be used by the Broker solely for the purpose of presenting same to the Registered Potential Purchaser and may not be copied or duplicated without Bison Asset Management's written consent and must be returned to Bison Asset Management immediately upon Bison Asset Management's request or when the Registered Potential Purchaser terminates negotiations with respect to the Property.
2. Neither Broker nor the Registered Potential Purchaser will disclose the Informational Materials to any person other than the Registered Potential Purchaser, unless Bison Asset Management 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 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 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 Broker to represent it as its Broker with respect to the purchase of the Property. The Registered Potential Purchaser agrees to pay any and all compensation claimed by Broker, and both the Registered Potential Purchaser and the Broker, hereby agree to indemnify Bison Asset Management and the Owner against any compensation, fee, loss, liability or expense, including attorney's fees, arising from claims by Broker or any other party the Registered Potential Purchaser or Broker has dealings with, excluding Bison Asset Management, in connection with the proposed transaction. Broker agrees it will not look to the Owner for any compensation in connection with the proposed transaction other than 1% of the purchase price and the Broker agrees it will not discuss the Property with any party other than the Registered Potential Purchaser and that it will not distribute the 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 Bison Asset Management 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 broker or agent other than Bison Asset Management and the Broker.
4. The Broker represents and covenants that it is, and at the time of consummation of any sale of the Property to the Registered Potential Purchaser will be, a duly licensed real estate broker.

Bison Asset Management, Inc
24016 Vista Montana, Torrance CA 90505
B. (800) 357-4686 info@bisonps.com

5. The Broker understands and acknowledges that Bison Asset Management 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 Bison Asset Management by others and has not been independently verified by Bison Asset Management and is not guaranteed as to completeness or accuracy. The Broker agrees that neither Bison Asset Management nor the Owner shall have any liability for any reason to the Broker or the Registered Potential Purchaser or Related Parties resulting from the use of the Informational Materials.

6. The Broker hereby indemnifies and saves harmless Bison Asset Management and the Owner and their respective affiliates, 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 broker, finder or other party if such claim or claims are based in whole or in part on dealing with the 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.

please email signed copy of this agreement to Bison Asset Management (attn: ROBIN YI , CCIM ryi@bisonps.com)

BROKER:

REGISTERED POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO

ACCEPTED AND AGREED TO

THIS _____ DAY OF _____, 2019

THIS _____ DAY OF _____, 2019

_____(Signature)

_____(Signature)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

COMPANY: _____

COMPANY: _____

ADDRESS: _____

ADDRESS: _____

PHONE NUMBER: _____

PHONE NUMBER: _____

E MAIL: _____

E MAIL: _____