

From: Colleen McLean  
Commercial Broker  
Eve Capital  
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**Confidential Memorandum and Offer Terms for the Santa Monica Pet Clinic for sale**

Thank you for expressing your interest in the Santa Monica Pet Clinic. We are pleased to provide you with the confidential memorandum outlining the details of the business purchase and the accompanying lease. As the Seller's agent, Eve Capital is facilitating this transaction, and we appreciate your understanding that commissions to the buyer's agent will be covered by the seller.

To maintain the confidentiality of this transaction, we kindly request that you refrain from disturbing the current operators, staff, or doctors of the Santa Monica Pet Clinic regarding this matter. All inquiries and information pertaining to this acquisition should be directed exclusively through Eve Capital and its representatives. It is essential to note that the company's employees, customers, and competitors are currently unaware of the sale, and any contact with involved parties should only occur with the express written consent of Eve Capital or the Company.

Interested parties are invited to submit a Letter of Intent (LOI) along with their intended offer and terms. Please be aware that tours of the facility will be arranged upon the acceptance of the LOI and Proof of Funds.. Your cooperation in adhering to these confidentiality measures is highly appreciated, as it is crucial to the success of this transaction. We are enthusiastic about presenting this unique opportunity to you and believe it holds significant potential.

For your reference, the following confidential memorandum provides comprehensive details regarding the business and lease terms. If you have any questions or require further clarification, please do not hesitate to reach out to us.

We look forward to receiving your Letter of Intent and working together towards a successful acquisition.

Sincerely,



Buyer's/ Buyer's Agents Initials \_\_\_\_\_



310 Venice Way  
Venice CA 90291

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") will confirm our mutual understanding in connection with Eve Capital, Brokers ("Eve Capital") providing the Undersigned ("Undersigned"), and your receipt of information regarding the Santa Monica Veterinary Clinic ("Company") whose identity will be revealed in writing to you upon your execution of this Agreement. Said information shall be considered with and form a part of this Agreement.

1. Information means all oral or written data, reports, records or materials ("Information") obtained from Company and its appointed representatives, including the knowledge that the Company may be considering a sale, or even the fact that information has been provided. Information shall not include, and all obligations as to non-disclosure by the Undersigned shall cease to any part of such information to the extent that such information: (i) is or becomes public other than as a result of acts by the Undersigned; (ii) is independently developed by the Undersigned without the use of any information supplied hereunder; or (iii) is obligated to be disclosed pursuant to applicable law, regulation or legal process.
2. Information is being furnished solely in connection with your consideration of the acquisition of the Company and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others including but not limited to the landlord for the business premises of Company, excepting those of your employees and agents whose knowledge of the information is required for you to evaluate the Company as a potential acquisition and who shall assume the same obligations as you under this Agreement. The Undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement. Additionally, the Undersigned shall not solicit and/or hire any of the employees of the Company during said employees' employment with the Company.
3. The Undersigned further agrees that it will not interfere with any business of the Company through the use of any information or knowledge acquired under this Agreement nor use any such information for its own account. Additionally, the Undersigned shall not solicit for employment any of the employees of Seller.
4. It is understood that the Company is the intended beneficiary whose rights are being protected and may enforce the terms of the Agreement regardless of whether or not Company executes this Agreement.
5. All information provided to the Undersigned shall be promptly returned or destroyed, as directed to Eve Capital And it's representatives.
6. It is intended that (a) no representations or warranties are being made as to the completeness or accuracy of any Information and (b) any and all representations and warranties shall be made solely by the Company in a signed acquisition agreement or purchase contract and then subject to the provisions thereof.
7. The Undersigned acknowledges that it is not relying on any representation made by Eve Capital concerning the Company and the Undersigned acknowledges its responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.
8. The respective obligations of the parties under this Agreement shall survive for a period of two (2) years following the date set forth below.
9. The Undersigned agrees that Eve Capital is the procuring cause in regard to the Client referenced above and that all negotiations by the undersigned shall be performed through Eve Capital only.
10. It is understood that a fully executed facsimile transmittal copy of this Agreement shall be deemed an original.

Buyer's/ Buyer's Agents Initials \_\_\_\_\_

11. This Agreement, the personal jurisdiction, the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the County and State where the Eve Capital office is located.

12. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, and other costs incurred in that action or proceeding which may be set by the court in the same action or any separate action brought for that purpose, in addition to any other relief to which such party may be entitled. The venue In the event of legal action shall be in the County and State where the Eve Capital office is located.

13. It is intended that each section of this Agreement should be viewed as separate and divisible, and in the event that any section, provisions, covenant or condition of this Agreement shall be held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed to have been given or made if in writing and delivered personally, delivered by reputable overnight courier, or sent by registered or certified mail (postage prepaid, return receipt requested) to the parties at the addresses set forth below (or such other address as a party may specify by notice given pursuant to this Section 14.

Signature: \_\_\_\_\_ Date \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

Buyer's Title: \_\_\_\_\_ Buyer's Title: \_\_\_\_\_

Physical Home Address: (No P.O.Boxes): \_\_\_\_\_  
Street Address City State Zip

Cell: \_\_\_\_\_ Office: \_\_\_\_\_ Home: \_\_\_\_\_

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

Licensee/Agent Name: \_\_\_\_\_ Licensee/Agent Signature: \_\_\_\_\_  
Date