



PRINCIPAL CONFIDENTIALITY AGREEMENT

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

The undersigned has been advised that BISON ASSET MANAGEMENT, INC ("Broker") has been retained on an exclusive basis by 4170 Pacific Coast Highway, LLC., as Owner (the "Owner") with respect to the offering for sale of TORRANCE VILLAGE CENTER, TORRANCE, California. Broker has available for review certain information ("Confidential Information") concerning the Property. On behalf of the Owner, Broker may make such Confidential Information available to the undersigned upon execution of this Confidentiality Statement. The Confidential Information is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Property. This is not an agreement to sell the Property nor an offer of sale. No agreement binding upon the Owner of the Property, or any of its associates or affiliated companies, shall be deemed to exist, at law or equity, until the Owner of the Property enters into a formal binding agreement of sale.

The Confidential Information contains brief, selected information pertaining to the business and affairs of the Owner, and has been prepared by Broker, primarily from information supplied by the Owner or the Owner's agent. It does not purport to be all-inclusive or to contain all the information which a prospective purchaser may desire. Neither Broker, the Owner nor the Owner's Lender make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or to be implied, with respect thereto.

By executing this Confidentiality Statement you agree that the Information provided is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone else to disclose the Information to any person, firm or entity without prior written authorization of the Owner and Broker, except that the information may be disclosed to your partners, employees, legal counsel and lenders or pursuant to a court order. Owner expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the property and to terminate discussions with any party at any time with or without notice. This agreement shall expire after two years. If you do not wish to pursue acquisition negotiations you hereby agree to return the Confidential Information to Broker.

The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Broker. All fees due Broker in connection with the sale of the Property shall be paid by the Owner. The undersigned hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Property and agrees that it will not look to the Owner, the Owner's Lender or Broker for any fees or commissions in connection with the sale or purchase of the Property. The undersigned also hereby acknowledges that it has not dealt with any broker regarding the acquisition of the Property, or if it has, the undersigned hereby agrees to indemnify the Owner, the Owner's Lender and Broker against any compensation, liability or expense, arising from claims by any other broker or other party the undersigned had dealings with (excluding Broker) in connection with the sale of the Property.

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

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2019

Signature: _____

Name (Printed): _____

Title: _____

Company: _____

Address: _____

E-mail: _____

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