

## USMS LISTING AGREEMENT

This USMS Listing Agreement ("Listing Agreement"), effective this 19<sup>th</sup> day of March, 2020, is by and between Colliers International Greater Los Angeles, Inc., dba Colliers International, a Delaware corporation ("Colliers") on the one hand and K&A Realty LLC, a Florida corporation (Coop LB) on the other hand.

### RECITALS

**WHEREAS:** The United States Marshals Service ("Seller" or "USMS") under Contract No. DJUSMS-18-0030, dated January 2, 2018 has retained Colliers to assist the USMS with the management, marketing and disposition of various real estate assets under the care, custody and control of the USMS.

**WHEREAS:** Colliers, on behalf of the USMS, seeks to retain the services of CoopLB to cooperate with Colliers in the marketing and disposition of certain real estate assets under the care, custody and control of the USMS.

**WHEREAS:** CoopLB is properly licensed and experienced in the marketing and sale of real estate assets in the jurisdiction where Seller has real estate assets for sale.

### AGREEMENT

**RESOLVED:** For good and valuable consideration, the sufficiency of which is hereby acknowledged, Colliers retains CoopLB and grants CoopLB the exclusive right to sell the hereinafter described "Property" under the terms specified herein or under other terms as may be required from time to time by Seller. CoopLB agrees to utilize its reasonable best efforts to market, promote, expose, show, and sell the Property identified below.

#### Section 1. Property Address

**CATS: 19-SSA-000061** - Address: 921 8th Street, West Palm Beach, FL 33401

#### Section 2. Sale

As used herein and unless the context indicates otherwise, "Sale of the Property" or "Sale" means the voluntary transfer or exchange of any interest in the Property and payment of the purchase price thereof.

#### Section 3. Effect of this Listing Agreement

By granting CoopLB the exclusive right to sell the Property, Colliers agrees to conduct all negotiations for the sale of the Property only through CoopLB, and to refer to CoopLB all inquiries received in any form from real estate brokers, salespersons, prospective purchasers, tenants, or any other sources during the time period in which this Listing Agreement is in effect. The parties intend that CoopLB be the exclusive agent, but do not intend that CoopLB be granted the exclusive right to sell the Property. Seller or Colliers may procure a purchaser through its efforts as provided in Section 19 below. Colliers authorizes CoopLB, and CoopLB agrees, to disclose to any prospective purchaser(s) any material facts affecting the Property.

#### Section 4. The Listing Period

CoopLB's authority shall begin on the 31<sup>th</sup> of April, 2020 and shall continue through 30<sup>th</sup> of September, 2020. This is referred to as "The Listing Period," unless terminated sooner in accordance with Section 25 herein.

#### Section 5. Price

The Listing Price shall be determined by Seller based on an appraisal or an appraisal review provided by Seller.

#### Section 6. Title and Encumbrance

Conveyance from Seller to any prospective purchaser shall be via Special Warranty Deed or its equivalent with covenants against grantor(s) acts. For sales \$50,000 and under, conveyance will be via a Quitclaim Deed. Seller authorizes the holder of any obligation secured by an encumbrance on the Property to disclose to CoopLB the amount owing on said encumbrance and terms thereof. It is the CoopLB's responsibility to review the title commitment for the asset(s) and contact Colliers if there are any issues such as unpaid taxes, liens, etc., that may prevent the Sale of the Property. If there are any issues, please contact Colliers representatives right away.

All monetary encumbrances such as mortgages, deeds of trust, liens and financing statements, shall be paid by Seller and released except as Seller and any prospective purchaser may otherwise agree.

### **Section 7. Occupancy**

Neither CoopLB, Colliers nor any designated property manager shall permit occupancy of the Property by any prospective purchaser or any other person or entity prior to the funding of Sale proceeds or Sale of the Property unless otherwise approved by Colliers and Seller.

### **Section 8. CoopLB Responsibilities and Marketing Efforts**

CoopLB, at CoopLB's sole expense, shall use its reasonable best efforts to affect a Sale in the shortest possible time through commercially reasonable advertising, sale promotion and buyer solicitations including, without limitation, the placement of a "For Sale" sign on the Property if allowed under applicable law or ordinance, creation of a marketing flyer, electronic listing on a multiple listing service, and placement of ads. To the extent possible, the Property should have a sign placed in the window facing the street stating "IN CASE OF EMERGENCY CALL XXX-XXX-XXXX"; CoopLB must request such sign from the property manager. It is recommended that CoopLB install a sign with a rider "Coming Soon" to create leads and attract interest in the Property prior to the listing price and date being determined. CoopLB shall utilize all websites, which are reasonably available to CoopLB and in CoopLB's reasonable discretion would effectively advertise the Property to the market.

Notwithstanding any other CoopLB obligations described elsewhere in this Listing Agreement and at all times during the term of this agreement, CoopLB shall, at CoopLB sole expense, perform and be responsible for the following listing activities and communication:

#### Pre-Listing Activities:

- Provide a copy of a valid real estate license for the jurisdiction in which the Property is located;
- Provide a certificate of insurance as required under Section 23 below;
- Review Property appraisal information provided by Colliers and Seller and provide feedback on suggested listing price to obtain pre-approval of Property listing price;
- Prepare and submit a Marketing Plan describing the CoopLB's plan to market and sell the Property;
- Provide photographs of the Property (not less than 4 photos for land nor less than 12 photos for improvements);
- Create Property Information Package and Marketing Brochures which can be available at the Property as well as posted as a PDF file to an internet marketing site, including the following items:
  - Property address and pictures of the Property,
  - Description of the Property, date(s) of improvements, and any notable features which may attract potential purchaser attention;
  - Property tax parcel information, and
  - Property flood plain information.

#### Property Listing Activities:

- Place a "For Sale" sign on the Property as specified above;
- Place an "In Case of Emergency" sign in a Property window as specified above.
- For any residential Property, arrange for a listing announcement to the local brokerage community, hold an Open House within the first 15 days of the listing and thereafter hold an Open House not less than once per month till a purchase contract has been executed by Seller;
- For any non-residential Property, the marketing plan should outline a kick-off activity to notify potential interested parties of the new listing in the market to generate market awareness for the Property;
- When Property has building improvements, provide a Lockbox;
- Inside the Property, provide a visitor Log-In sheet;
- Include the Property listing on the CoopLB's website;
- List the Property on at least one Internet listing site (other than CoopLB's website) including, but not limited to a local multiple listing service or local realtor listing service, LoopNet, CoStar, etc.

#### Continuing Listing and Marketing Activities

- Visit the Property not less than once per week;
- Submit a weekly marketing activity report, including
  - Number of weekly showings;
  - Any health, life, or safety concerns observed during the weekly Property visit;
  - Any conditions which may detract from the Property or the marketing effort; and
  - Other observations concerning the management, marketing or ownership of the Property.

### **Section 9. Property Showing**

Unless and until the Property is considered legally vacant, appointments for showing are to be made in advance with the occupant(s) of the Property. CoopLB is to provide Colliers/Seller a combination lockbox and code.

### **Section 10. Buyer's Earnest Money Deposit**

Unless otherwise agreed to by Seller, prospective purchasers are required to advance Earnest Money equal to **five percent (5%)** of the purchase price or **\$2,500**, whichever is greater. Upon execution of the purchase and sale agreement by all parties, funds deposited by any prospective purchasers as "earnest money" or "binder deposit" will be held by Seller's title company in escrow and shall be disbursed only upon instruction of Seller, Colliers, or as required by law. Funds held in escrow by Seller's title company in excess of Ten Thousand Dollars (\$10,000.00) will be transferred to Seller upon execution of the purchase and sale agreement.

In the event of a default by the prospective purchaser, the amount of the Earnest Money shall be forfeited and retained by Seller. If, through no fault of the prospective purchaser, the Sale cannot be completed, Seller shall refund the entire amount of the earnest money deposit to the prospective purchaser following the receipt by Seller of a properly completed Form W-9.

### **Section 11. Compliance with Laws, Disclosures & Conflicts of Interest**

CoopLB agrees to comply with any and all laws, regulations, codes and ordinances regarding sales and management of commercial real estate, including, but not limited to any required listing, sales, or property disclosures. CoopLB recognizes and agrees that it shall take all steps necessary to ensure that Colliers is aware of and that Seller and Colliers comply with all applicable laws regarding the Property. It is hereby acknowledged, understood and agreed that Seller acquired the Property through the asset seizure and forfeiture process, has never occupied the Property, and has no knowledge, records or reports regarding the existence of any hazards or defects whatsoever. The Property is to be sold as-is, where-is, and without any representations, warranties or guaranties of any kind or type. Seller and Colliers shall assume no liability whatsoever for any unauthorized representations made by CoopLB to prospective purchaser or its representatives. CoopLB shall comply with all applicable anti-discrimination laws. CoopLB further agrees to comply with all applicable federal, state, and local laws, regulations, codes, ordinances, and administrative orders having jurisdiction over the parties hereto, the subject Property, or the subject matter of this Listing Agreement, including but not limited to the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, the Americans with Disabilities act, and any applicable state licensing and disclosure laws. CoopLB shall immediately notify Colliers in writing of any other prospective third-party arrangement, which may create a conflict of interest or even the perception of one. In such instance, Colliers reserves the right to cancel this Listing Agreement and any claim the CoopLB may have to a fee as representative of the Property unless such dual representation is agreed to in writing by Seller and Colliers.

### **Section 12. Material Defects – CoopLB Disclosures**

CoopLB agrees that it shall disclose in writing to any prospective purchaser any known defect or condition of a material nature (including but not limited to structural defects, soil condition, violations of health, zoning or building laws, and nonconforming uses or zoning variances) that may affect the value or desirability of the Property. **CoopLB agrees to defend, indemnify, and hold Seller and Colliers (and their respective directors, officers, employees and agents) harmless for any action, claim, damages, or loss resulting from CoopLB's failure to disclose information regarding material defects.**

### **Section 13. Property Condition**

The Property is being sold "**AS-IS**". Seller has acquired the Property through asset forfeiture and has no personal knowledge of its condition. Neither Seller nor Colliers gives any guarantee or warranty of any kind, expressed or implied, as to the physical condition of the Property, or to the condition of, or existence of improvements, services, appliances, or systems, to include septic and well, thereto, or as to merchantability or fitness for a particular purpose as to the Property or improvements thereof, and any implied warranty is hereby disclaimed by Seller and Colliers. As required by Section 8 above, the CoopLB should inspect and visit the Property not less than once per week. If there are improvements on the Property, CoopLB shall ascertain that such improvements are secure and if not, immediately notify Colliers regarding measures required to secure the Property. The CoopLB should also make sure the Property is clean (i.e., the grass is cut and there's no trash or debris around) and there is no damage (such as broken windows). If the CoopLB believes the Property should be winterized or if there are any other issues, CoopLB shall immediately notify Colliers. CoopLB shall provide immediate written notice to Colliers of any notices of violation or noncompliance with any law or ordinance received from any governmental agency or authority and shall check for the posting of any such notices when performing the inspections set forth in Section 21 herein.

#### **Section 14. Personal Property**

Personal property (as the term is described below), if any, will be handled on a case by case basis. CoopLB is directly instructed to not remove any personal property, and to secure the area as an active investigation of criminal proceedings may still be in process. It is the CoopLB's responsibility to provide a written inventory of any personal property immediately upon the discovery of such personal property. Personal Property includes, but is not limited to, any documents containing account numbers, credit card information, personal data, access codes, passwords, PINs for any financial accounts, financial statements, social security cards or numbers, driver's license cards or numbers, state/employee identification cards or numbers, medical information, files, safes, computers, hard drives, guns or other weapons, data equipment, fax machines, copiers and credit card readers, money (cash, checks, money orders, etc.), or narcotics of any kind. The CoopLB needs to confirm that the Property is free and clear of all personal property. If there are locked areas of a building, file cabinets, or safes the CoopLB must err on the side of caution and check these as well. If the CoopLB is unsure or suspects there may be personal property at a Property, the CoopLB will contact Colliers as soon as reasonably possible and provide a written inventory as soon thereafter as time permits.

#### **Section 15. Survey**

Seller will not provide a survey. Should any prospective purchaser require a survey, it shall be at prospective purchaser's expense.

#### **Section 16. Inspections**

Neither Seller nor Colliers perform or pay for inspections. Colliers acknowledges prospective purchaser's right to inspections AT PURCHASER'S SOLE COST, unless otherwise agreed to by Seller within terms of the sales contract.

#### **Section 17. Purchase Contract and Addenda**

Any offers to purchase the Property must be submitted to Seller on a standard state approved contract (or local realtor association approved contract) and shall include Seller approved contract addenda, a copy of which is attached hereto as Schedule "1". Offers must be all cash to Seller with the following terms:

- Prospective purchaser due diligence period shall not exceed 20 days from the date the contract is countersigned by Seller,
- Prospective purchaser financing contingency shall not exceed 30 days from the date the contract is countersigned by Seller, and
- Prospective purchaser must complete the Sale of the Property no later than 10 days following the expiration of due diligence and financing contingency, whichever occurs last.

Properly completed purchase contracts, including Seller's contract addenda must be submitted to Colliers for consideration by Seller. Seller and Colliers reserve the right to reject any offer or counteroffer for any reason or no reason. Any purchase offer which does not include Seller's contract addenda or which includes contingencies other than a financing contingency will be automatically rejected without any consideration. Unacceptable contingencies include, but are not limited to, inspection contingencies, a contingency related to the sale of another property, appraisal or valuation contingencies, title, zoning or use contingencies. Except for a financing contingency, all prospective purchaser contingencies must be addressed by the prospective purchaser during the due diligence period.

Although Seller may consider closing extensions, prospective purchasers should not expect or anticipate closing extensions as any closing extension will be granted in the sole and absolute discretion of Seller. Any default by a prospective purchaser will result in the forfeiture of any earnest money deposit held by Seller (see Section 10).

#### **Section 18. Title Company**

Colliers shall designate all title or closing agencies. Prospective purchasers shall not order any title commitment or authorize any title work without the prior written approval of Seller or Colliers.

#### **Section 19. Compensation of CoopLB**

Subject to CoopLB providing Colliers with (i) a copy of CoopLB's valid real estate license for the jurisdiction where the Property is located, (ii) the insurance certificate described in Section 23 below, and (iii) a properly completed Form W-9, Colliers agrees to pay a commission based on the gross sales price of the Property (exclusive of any Seller credits) if the Property is sold to a ready, willing and able buyer pursuant to the terms stated in a bona fide sales contract during the term of the listing period or extended listing period (if any). Compensation shall be as follows:

- 4.5 % of the Purchase Price if the Purchase Price for the asset is below \$1 million to be split with the Buyer's broker.
- 4.0 % of the Purchase Price if the Purchase Price for the asset is \$1 million or over to be split with the Buyer's broker.

- 3.0 % of the Purchase Price if the Purchase Price for a commercial asset is over \$5 million to be split with the Buyer's broker.
- Bonus of 0.5% of the Purchase Price if the Property is sold within the first one hundred twenty (120) days of the assignment of the Property by Seller, while CoopLB is engaged, if Property is placed into contract with non-refundable earnest money and escrow closes. The 120-day period commences upon assignment of the asset to Colliers for marketing and sale by Seller and not the date of this Listing Agreement.
- In the event the Property is moved to a national sales event, public auction, sealed bid, etc. the commission amount will be reduced to 1.00% of the sales price.
- If we do not receive the Pre-Listing items described in Section 8 within 7 days of your receipt of this listing agreement the total compensation will be reduced by 1.00% of the sales price.

Notwithstanding any other provision herein, Colliers will continually review CoopLB performance, marketing efforts, prospective purchaser interest and Property marketing activity. At any time, Colliers and/or Seller may decide to transition the contracted services under this Listing Agreement to accelerate a sale. If the listing is transferred, the CoopLB agrees to enter into the Auction Cooperating Broker Agreement ("ACBA"). The ACBA will supersede any and all other agreements the CoopLB has with Seller. The CoopLB will be compensated as described above. Commission payable to CoopLB will be paid by Colliers following the Sale of the Property in an amount as stated above.

No commission shall be deemed earned or payable to CoopLB until such time as the sale has actually closed, including passage of title and payment of the agreed upon purchase price by the prospective purchaser, regardless of whether non-performance is the result of any of the following:

- An act or failure to act on the part of (i) Seller, (ii) Colliers, or (iii) the prospective purchaser,
- Inability of Seller to provide marketable title, or
- Any other reason whatsoever.

When Applicable and Payable – The commission obligation shall apply to a sale made (i.e., a fully executed bilateral contract) during the original term of this Listing Agreement or made during any extension of such original or extended term. The commission shall be payable to CoopLB by Colliers following the Sale of the Property in an amount as stated above.

Only Compensation – The commission described herein is the only compensation that shall be paid to the CoopLB by Seller or Colliers. Colliers will not pay any other fees of any nature such as a closing fee, transaction fee, processing fee, any listing service fee, administrative fee, etc. to CoopLB.

If any closing transaction results in negative proceeds for Seller, Seller reserves the right to renegotiate the commissions payable to facilitate a positive sale.

CoopLB shall not accept compensation from a prospective purchaser, an affiliate of the prospective purchaser, the prospective purchaser's agent, the purchaser or an affiliate, the purchaser's agent, or any entity participating in or providing services for the sale without the advance written consent of Seller and Colliers.

## **Section 20. Cost of Services**

Unless otherwise agreed by the parties, CoopLB shall bear all expenses incurred by CoopLB, if any, to market the Property and to compensate cooperating brokers, if any. CoopLB will not obtain or order any other products or services unless Seller or Colliers authorize CoopLB in writing to do so.

## **Section 21. Schedules**

If any conflicts exist between Schedule 1 and this Listing Agreement, the terms of Schedule 1 will control. By this reference, Schedule 1 is hereby made a part of this Listing Agreement.

In the event that the state or local jurisdiction where the Property is located has specific rules, laws or requirements that must be included in this Listing Agreement, Schedule "2" attached hereto shall be used to incorporate any state specific rules, laws or disclosure requirements into this Listing Agreement.

## **Section 22. Nondiscrimination**

Colliers and CoopLB acknowledge, by their respective signatures hereof, that the law prohibits discrimination for or against any person because of race, creed, color, sex, sexual orientation, national origin, marital status or physical handicap.

## **Section 23. Insurance**

Throughout the term of this Listing Agreement, CoopLB agrees to maintain, at CoopLB's expense, errors and omissions and commercial general liability insurance for CoopLB, its agents and employees. Such insurance policies shall be on an occurrence basis and contain a per occurrence policy limit of not less than \$1,000,000 per claim. All policies of insurance provided for herein shall be issued by insurance companies with a general policyholder's rating of not less than A- and a financial rating not less than Class VIII as rated in the most currently available "Best Insurance Report". All policies shall be written as primary policies, not contributing with, and not in excess of coverage which Colliers or Seller may carry. The insurance or maintenance of insurance by CoopLB shall not be deemed or construed to release, limit, waive or discharge CoopLB from any obligation imposed by this Listing Agreement. Colliers and Seller shall be covered as additional insureds on the liability policies pursuant to the terms of this Listing Agreement. CoopLB agrees to furnish to Colliers a certificate of insurance within ten (10) days of the date of this Listing Agreement. Said policies shall provide that notice of cancellation shall be sent to Colliers within thirty (30) days prior to the effective date of the cancellation of the policy. CoopLB shall furnish Colliers with renewals or binders of such policies at least ten (10) days prior to the expirations thereof.

CoopLB shall comply with all applicable Federal and State workers' compensation and occupational disease statutes. CoopLB shall maintain Worker's Compensation Insurance in the state in which the work is to be performed or in the state in which CoopLB is obligated to pay compensation to employees and subcontractors engaged in the performance of the services required by this Listing Agreement. Employer's liability coverage shall not be less than One Hundred Thousand Dollars (\$100,000) for any one accident, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

CoopLB shall carry automobile liability insurance written on a comprehensive form of policy which shall include coverage for the operation of all automobiles owned, non-owned, hired as well as other vehicles which may be used in connection with the performance of the services required by this Listing Agreement. Policies covering automobiles operated in the United States shall provide coverage of at least Two Hundred Thousand Dollars (\$200,000) per person and Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and One Hundred Thousand Dollars (\$100,000) per occurrence for property damage. The amount of liability coverage on similar policies in other regions shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

#### **Section 24. Correspondence and Communication**

All correspondence and communication shall be between Colliers and the CoopLB. Any unauthorized contact by CoopLB directly with Seller may, at the sole and absolute discretion of Colliers constitute grounds for the termination of this Listing Agreement and forfeiture of any sums due CoopLB hereunder.

#### **Section 25. Termination**

This Listing Agreement may be terminated by Seller or Colliers at any time for any reason whatsoever. Upon termination (except for any commissions earned and payable to CoopLB pursuant to Section 19 hereof), any and all obligations on the part of Seller and Colliers shall immediately cease and CoopLB shall not be entitled to any remuneration of any kind, unless otherwise mutually agreed to in writing between the parties.

#### **Section 26. Indemnification**

CoopLB agrees to defend, indemnify, and hold harmless Colliers and Seller, and their respective officers, directors, employees, attorneys, representatives, licensees, parents, subsidiaries, predecessors in interest, affiliates, stockholders, agents, servants, successors, and assigns from any claims, actions, demands, rights, covenants, contractors, controversies, agreements, damages, costs (including any and all deductibles and attorney's fees or legal costs), promises, expenses, and compensation, at law or in equity, known or unknown, any or all incur because of (a) CoopLB's (or CoopLB's representatives') negligence, representations, omissions, actions, or inactions, (b) CoopLB's breach of this Listing Agreement, (c) CoopLB's (or CoopLB's representatives') failure to disclose material facts about the Property known by CoopLB (or CoopLB's representatives'), (d) any Property related legal action related to the marketing of the Property, or (e) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation in connection with the sale of the Property.

#### **Section 27. Entire Agreement**

Including the Contractor Confidentiality Agreement attached hereto and made a part hereof, this Listing Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. Any prior agreement(s) pertaining hereto, whether oral or written, have been merged and integrated into this Listing Agreement, provided, however that nothing contained herein shall prohibit CoopLB on behalf of Seller and Colliers, from entering into additional agreements for the performance of services not covered by this Listing Agreement.

**Section 28. Modification of this Listing Agreement**

No subsequent modification of any of the terms of this Listing Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

**Section 29. Invalidity of Part**

In the event any "provision" of this Listing Agreement shall be determined invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Listing Agreement shall not be affected or impaired thereby. For purposes of this Section 29, the term "provision" shall include any and all covenants, promises, undertakings, sections, subsections, sentences, clauses, phrases, words or provisions of this Listing Agreement.

**Section 30. Binding Effect – Assignments**

This Listing Agreement shall be binding on the parties, their successors, heirs or assigns. This Listing Agreement may be assigned in whole or in part by Seller or Colliers upon written notice to CoopLB. CoopLB shall not assign this Listing Agreement, in whole or in part, without the expressed written consent of Colliers.

**Section 31. Notice & Counterparts**

All notices, consents, waivers and other communications under this Listing Agreement shall be deemed to have been duly given when sent by facsimile or email (with receipt confirmation and conforming copy sent on the same day by regular US Mail) or one (1) business day after being sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses and facsimile numbers set forth below, or to such other addresses or facsimile numbers as a party may designate by notice to the other:

Colliers: *Colliers International Greater Los Angeles, Inc.*  
*Darrin Kennedy*  
*16830 Ventura Boulevard, Suite J, Encino, CA 91436*  
Phone No. 818.905.5800

CoopLB: K&A Realty LLC  
Rodrigo Kirilauscas  
13364 SW 128th St, Miami, FL 33186  
Phone No. (305) 270-1444

Either CoopLB or Colliers may change its address by written notification as provided hereunder.

This Listing Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Listing Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**Section 32. Governing Law, Jurisdiction, and Waiver of Jury Trial**

This Listing Agreement shall be construed and governed under California law without regard to any conflicts of law. In an effort to resolve conflicts over the proper forum for resolving disputes, the parties agree that this Listing Agreement has been entered into in the State of California and further agree that any dispute which cannot be resolved by the parties shall be submitted to, and exclusively resolved by, the Superior Court of Los Angeles County. CoopLB voluntarily consents to such jurisdiction and agrees to waive any claims of forum nonconveniens.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**Section 33. Additional Provisions**

THE SELLER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO: ENTER INTO MULTIPLE COUNTER PROPOSALS WHEN MULTIPLE PURCHASE INTERESTS HAVE BEEN PRESENTED; ACCEPT OR REJECT ANY AND ALL OFFERS; WAIVE ANY TECHNICAL OR FORMAL DEFECTS OR ANY INFORMALITY IN THE OFFERS; RECOMMEND THE ACCEPTANCE OF AN OFFER OTHER THAN THE HIGHEST OFFER; OR TO NEGOTIATE FURTHER WITH ONE OR MORE PROSPECTIVE PURCHASERS ACCORDING TO ITS SOLE AND ABSOLUTE JUDGEMENT.

ALL OFFERS ARE SUBJECT TO THE APPROVAL OF THE APPROPRIATE AUTHORITY WITHIN SELLER AND ARE NOT CONSIDERED ACCEPTED UNTIL THE APPROPRIATE AUTHORITY WITHIN SELLER HAS EXECUTED THE PURCHASE AND SALE AGREEMENT/SALES CONTRACT. THIS LISTING AGREEMENT SUPERSEDES ANY AND ALL PRIOR AGREEMENTS WITH REGARDS TO THE PROPERTY.


**IN WITNESS WHEREOF, the parties hereto have fully executed this Listing Agreement as of the date first here and above written.**

**Cooperating Listing Broker:**

**Colliers:**

K&A Realty LLC

Colliers International Greater Los Angeles, Inc.

By   
Signature

By \_\_\_\_\_

Rodrigo Kirilauscas  
Print

Date 4/29/2020

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

CoopLB is  is not  a Minority or Women Owned Business Enterprise (MWOB).



## **SCHEDULE “1”**

### **United States Marshals Service Addendum to Real Estate Purchase**

Any purchase offers must be submitted to Seller on a standard state approved contract (or local realtor association approved contract) and shall include this Seller approved contract addendum, a copy of which is provided on the following pages.

Offers must be all cash to the Seller with the following terms:

- Prospective purchaser due diligence period shall not exceed 20 days from the date the contract is countersigned by the Seller,
- Prospective purchaser financing contingency shall not exceed 30 days from the date the contract is countersigned by the Seller, and
- Prospective purchaser must complete the Sale of the Property no later than 10 days following the expiration of due diligence and financing contingency, whichever occurs last.

**A Sample of the Addendum is provided on the following pages.**



# EXHIBIT A

U.S. Department of Justice

United States Marshals Service

*Asset Forfeiture Division*

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## ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

This Addendum to Real Estate Purchase Contract ("Addendum") is made part of that certain Real Estate Purchase Contract ("Contract") dated the \_\_\_\_ day of \_\_\_\_\_ between the United States of America, acting by and through the United States Marshals Service ("Seller") and \_\_\_\_\_ ("Purchaser") for the purchase of the property commonly known as \_\_\_\_\_ ("Property").

Purchase Price: \_\_\_\_\_  
Deposit \_\_\_\_\_  
Amount financed \_\_\_\_\_  
Balance due at closing \_\_\_\_\_

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

- 1. Entire Agreement.** IN THE EVENT OF ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OF OTHER DOCUMENTS ATTACHED TO THE CONTRACT, THE TERMS OF THIS ADDENDUM SHALL PREVAIL.
- 2. Purchase Price.** The Purchase Price for the Property shall be paid to Seller by certified or cashier's check or by wired funds at the closing. Funds over \$25,000 will only be accepted by wire.
- 3. Earnest Money.** Immediately following Seller's acceptance of the Contract, escrow shall be opened with an escrow agent designated by Seller or otherwise acceptable to Seller. **Any earnest**

**money deposit (“EMD”) of ten thousand dollars (\$10,000.00) or more shall be deposited with the USMS upon written acceptance of offer.** The EMD shall be in the amount of at least 5% of the purchase price or \$2,500.00, whichever is greater (\_\_\_\_\_). If settlement does not occur, through no fault of Seller, on or before the agreed upon Contract closing date, Seller may, in its sole and absolute discretion, declare in writing the Contract is terminated, and Purchaser hereby agrees that the escrow agent, if any, shall release the EMD to Seller. As a condition of this Addendum, Purchaser waives any option he/she/it may have under federal, state, or local law to select his/her/its own title and escrow companies and will accept the Seller’s title and escrow services, who are experienced with asset forfeiture sales.

**4 Closing.** The closing (“Closing”) shall take place on or before \_\_\_\_\_ unless the closing date is extended by Seller under the terms of the Contract. The Closing shall be held at a place designated and approved by Seller as allowed by law and convenient to all parties. Seller may, in its discretion, grant extensions to these time limits. Seller may unilaterally extend the Closing for up to 60 days, in good faith, for its own convenience. The Purchaser hereby specifically and expressly recognizes and accepts that properties obtained through forfeiture occasionally have delays in the closing date. Delivery of the Deed to the Property to Purchaser by Seller shall be deemed to be full performance and discharge of all of Seller’s obligations under the Contract.

**5 Mortgage Contingency. (Purchaser must initial either “a.” or “b.”).**

Purchaser’s obligation to purchase the Property under the Contract (check one):

\_\_\_\_\_ a. **IS NOT** contingent upon obtaining financing for the purchase of the Property;

\_\_\_\_\_ b. **IS** contingent upon obtaining financing in the amount of \_\_\_\_\_ for the purchase of the Property. The Purchaser shall make written application for said financing within 5 business days of the execution of the Contract and shall provide to the Seller documentation of such application. Failure to provide to the Seller documentation of such written application within said 5 business days, shall constitute consent for the escrow agent to release the EMD to Seller without further notification to the Purchaser, but shall not release the Purchaser from any obligations under the Contract, except as the Seller may determine within its sole and absolute discretion. If the Seller does not receive written notice from the Purchaser of approval or

rejection for the Purchaser's financing within 15 business days of written application, the financing contingency shall be deemed removed and the EMD shall be retained by Seller if the Purchaser fails to close on the transaction. If, after the Purchaser has made a timely and complete financing application with a lender, said application is rejected in writing by the lender within the terms of the financing contingency, the Contract shall be deemed null and void and neither party shall have any further rights or obligations or liabilities and the EMD shall be returned to purchaser; provided, however, that the Purchaser shall provide a copy of the written rejection to the Seller within 1 day after receiving the written rejection, has acted in good faith, and has otherwise complied with the terms and conditions of the Sales Contract.

**THE CONTRACT IS NOT CONTINGENT UPON THE SALE AND CLOSING OF ANY OTHER REAL PROPERTY. ANY SUCH CONTINGENCIES ARE VOID.**

\_\_\_\_\_ Purchaser's Initials

6. **Disclosure.** Purchaser acknowledges and agrees that the Seller is the United States of America and is not bound by the law of any state, including state disclosure laws. Accordingly, to the fullest extent allowed by federal law, Seller is and shall be exempt from providing or filing any disclosure statement with respect to the Property, such as the nature of the criminal activity which precipitated the forfeiture, including the possibility that the Property was used as a clandestine drug lab. Purchaser acknowledges and agrees that subject Property was acquired through forfeiture due to illegal activity and Seller's knowledge of the Property is limited.
  
7. **Condition of Property.** As a material part of the consideration to be received by Seller under the Contract as negotiated and agreed to by Purchaser and Seller, PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN ITS "AS-IS" CONDITION and subject to any defects, limitations, or conditions as existed on the date of Purchaser's offer, including, without limitation, zoning, land use or building code requirements or compliance with any law, rules, ordinances or regulations of any Governmental authority; any hidden defects, environmental conditions affecting the property; or the existence of mold, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. Seller has never occupied this property and makes no representations regarding its condition. Seller does not pay for home warranties. Seller may charge \$100.00 per diem for a delay in closing that is at no fault of the

Seller NO CREDITS WILL BE ISSUED TO THE PURCHASER FOR ITEMS DISCOVERED DURING DUE DILIGENCE.

**8 Inspection. (Purchaser must initial either “a.” or “b.”)**

\_\_\_\_\_ a. Purchaser waives the opportunity to inspect the property.

\_\_\_\_\_ b. **WITHIN \_\_\_\_\_ DAYS OF THE ACCEPTANCE BY THE SELLER OF THE CONTRACT, THE PURCHASER SHALL HAVE THE RIGHT, AT PURCHASER’S EXPENSE, TO INSPECT THE PROPERTY (THE “INSPECTION PERIOD”).** Purchaser shall keep the property free and clear of all liens, indemnify, and hold the United States harmless from all liability claims, demands, damages, or costs, and repair all damages arising from the inspection and/or tests. Purchaser may use only non-destructive testing and may not conduct a “Phase II” environmental site assessment. If such inspections disclose conditions or information unsatisfactory to the Purchaser, which Seller is unwilling or unable to correct, then Purchaser may elect to cancel the Contract by so notifying Seller in writing during the Inspection Period of said decision and will receive a full refund of their EMD. Purchaser’s written notice of cancellation shall attach a copy of the written report, which discloses conditions or information unsatisfactory to Purchaser. PURCHASER’S FAILURE TO TIMELY NOTIFY SELLER IN WRITING WITHIN THE TIME SPECIFIED IN THIS PARAGRAPH SHALL CONCLUSIVELY BE CONSIDERED APPROVAL OF THE PROPERTY IN ITS CONDITION AS OF DATE OF CONTRACT.

Notwithstanding any other provisions in this Paragraph 8, Purchaser understands that the Property, including fixtures, and any appliances in the sale, are not new and agrees to accept them in their present condition with no express or implied representations or warranties of condition. Purchaser agrees to use the Property inspection time period, if any, to examine all aspects of the Property.

**9 Occupancy Status of Property. (Seller must initial “a.” or “b.”). Initial by Purchaser.**

\_\_\_\_\_ a. Property is currently vacant. Purchaser will not use or occupy or cause or permit others to use or occupy the Property prior to closing.

\_\_\_\_\_ b. Property is currently occupied and Purchaser has reviewed and accepted the existing lease and/ or occupancy agreement.

i. Seller will transfer to Purchaser at closing such security deposits as are in its possession

and will notify Purchaser of the amounts of such deposits, if any, within 5 business days of accepting the Contract. Purchaser acknowledges that the United States does not typically receive security deposits in forfeitures and the receipt of any such deposits is not a condition of the Contract.

ii. If the property is occupied at closing, all rent, due and payable and collected from occupants for the month in which the closing occurs will be prorated among the Seller and Purchaser as of the closing date.

iii. Purchaser acknowledges and agrees that the Property may be subject to the provisions of local rent control ordinances and regulations governing the relationship between landlord and tenant. At closing Purchaser agrees to assume all duties and responsibilities of a property owner and landlord under all applicable ordinances and regulations and any existing lease or occupancy agreement. Any costs incurred in performing such duties and responsibilities, enforcing the landlord's rights under the lease or occupancy agreement, or evicting the tenant shall be Purchaser's sole responsibility and cost.

**10. Personal Property.** Purchaser agrees that any items of personal property, except for installed appliances, now or hereafter located on the Property (collectively, "Personal Property") shall not be included in the sale of the Property or the Purchase Price unless each item of Personal Property is specifically described and referenced herein. Purchaser assumes full responsibility for any Personal Property remaining on the Property at the time of closing. Any personal property sold by Seller shall be accepted by Purchaser on an "as is, where is" basis without representation or warranty of any kind or nature, and specifically excluding any warranties of merchantability or fitness for any particular purpose.

**11. Closing Costs and Adjustments.**

**EXCEPT AS PROVIDED BELOW ALL CLOSING COSTS ARE THE RESPONSIBILITY OF THE PURCHASER, INCLUDING COSTS CUSTOMARILY PAID BY THE SELLER UNLESS OTHERWISE AGREED UPON BY THE SELLER.**

Purchaser and Seller agree to prorate the following expenses as of closing: real estate taxes, municipal water and sewer charges, utility charges, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees, and rents, if any. Payment of special assessment district bonds and assessments, and payments of homeowner's association special assessments shall be paid current and prorated between Purchaser

and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward the Purchase Price. Purchaser and Seller shall pay their own closing/settlement fee, and attorney's fees.

Seller will not pay for state transfer tax, Home Owners Association (HOA) transfer fees, or fees associated with closing unless otherwise specified herein. Seller shall not be responsible for any amounts due, paid, or to be paid to anyone post-closing. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the closing, and Purchaser as current owner of the Property receives the payment, Purchaser will immediately submit the refund to Seller.

Purchaser recognizes and expressly accepts that the Seller is exempt from paying any and all form of taxes to local and state authorities, including any transfer taxes associated with the recordation of deeds or any other document associated with the transfer of property by the United States of America. Should the local and/or state jurisdiction within which the Property is sited nonetheless require full payment of those costs (other than real estate taxes, which shall be prorated as of Closing) then, regardless of local custom or any provision in the Contract to the contrary, Purchaser shall be fully responsible for the payment of those costs to complete the transaction. Notwithstanding the provisions of this Section 11, Seller will pay for the recording of the Deed.

**12. Survey. If required Purchaser shall pay the cost of any survey. No survey shall be provided by Seller.**

**13. Insurable title.**

a. Seller shall provide and Purchaser shall accept such title as Seller's title insurance company shall be willing to approve and insure in accordance with its standard form of title policy approved by the governing agency for the state where the Property is located, subject only to the matters provided for in the Contract. Lender's and owner's title insurance will be at Purchaser's expense.

b. Purchaser must notify Seller in writing of any and all title objections, within 5 days of seller providing purchaser a copy of the commitment or all objections to title shall be waived. Seller will notify Purchaser of their intent to cure or not cure any objections within 5 days of receipt of said objections. If Seller cannot cure said timely and properly made objections

after a good faith effort, or to do so would delay the closing beyond the original or any extended closing date, Purchaser agrees to accept Seller's title policy at Purchaser's expense. Failure to accept the Seller's title policy shall constitute Purchaser's release of the EMD to the Seller, and the Contract shall be considered null and void. In the event that said timely, written objections cannot be cured by issuing a title insurance policy at normal risk rates, then Seller, in its sole and absolute discretion may declare the Contract null and void. In such event, the Purchaser agrees that the Contract is of no further force or effect as to the Property but agrees, nonetheless to immediately and promptly execute a release of Contract as requested by Seller. Once the release is received by Seller, Purchasers' EMD shall be returned. Seller shall not be obligated to pay interest on the EMD.

**14 Form of Deed.** The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quit Claim, Marshals, or Bargain and Sale Deed).

**15 Waivers.** As a material part of the consideration to be received by Seller under the Contract as negotiated and agreed to by Purchaser and Seller, Purchaser waives the following:

a. All rights, if any exist, to file and maintain an action against Seller for specific performance and any right to record a *lis pendens* against the property or to record or file the Contract, or any memorandum thereof, in the official real property records, or any other provisional or permanent remedy that would cloud title to the Property or prevent or impair Seller from conveying the property to another;

b. All rights to dispute in state court any controversy, claim or other matter in question arising out of or relating to the transaction or contract or its breach; and

c. All rights, if any exist, to binding or non-binding arbitration or mediation.

**16 Termination.** If Closing does not occur, through no fault of Seller, on or before the Closing Date, Seller may, in its sole and absolute discretion elect to: (a) retain the EMD as liquidated damages, and/or (b) elect to pursue any remedy in law or equity. Purchaser hereby agrees that in either event the escrow agent shall release the EMD to Seller and hereby waives the benefit of any federal, state, or local law which would inhibit the immediate release of the EMD to Seller. Should



performance of its obligations under the Contract become legally, factually, or practically impossible, Seller shall have the right, at Seller's sole discretion, in good faith, to terminate the Contract. In the event the Seller elects to terminate the Contract under this section, through no fault of Purchaser, Seller shall return the EMD to Purchaser, and the parties shall have no further obligation under the Contract.

- 17. Remedies for Default.** In the event of Purchaser's default, Seller at its option may: (a) retain the EMD as liquidated damages, and/or (b) elect to pursue any remedy in law or equity. Purchaser acknowledges and agrees that by signing the Addendum, Seller shall have the right to retain or seek the release from escrow of the EMD under this section, without any further action, consent, or document from the Purchaser.
- 18. Indemnification.** Purchaser agrees to indemnify and fully protect, defend and hold Seller, its employees, contractors, servicers, representatives, agents, attorneys, tenants, and brokers harmless from and against any and all claims, costs, liens, loss, damages, attorneys' fees and expenses of every kind and nature that may be sustained by or made against Seller, its employees, contractors, servicers, representatives, agents, attorneys, tenants, or brokers due to or arising out of a breach of Purchaser's representations under the Contract or any failure of the Purchaser to fulfill any of the Purchaser's covenants or agreements contained in the Contract. Any other provisions of the Contract notwithstanding, Seller shall not indemnify or hold harmless Purchaser, nor shall Seller be liable to pay Purchaser's attorney's fees.
- 19. Interpretation.** In the event an ambiguity or question of intent or interpretation arises, the Contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of the Contract.
- 20. Severability.** Any term or provision of the Contract that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of the Contract or affecting the validity or enforceability of any of the terms or provisions of the Contract in any other jurisdiction. If any provision of the Contract is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

21. **Assignment of Contract.** Neither the Contract nor any of the rights, interests, or obligations hereunder may be assigned by Purchaser (whether by operation of law or otherwise) without the prior written consent of the Seller.
22. **Counterparts.** The Contract may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. The Contract may be delivered by facsimile or electronic mail in Portable Document (PDF) format.
23. **Notices.** Any notices required to be given under the Contract shall be deemed to have been delivered when actually received in the case of hand or overnight delivery. All other notices to Seller will be deemed sent or delivered to Seller when receipt of same has been acknowledged by Seller's listing broker or agent. All notices to Purchaser shall be deemed sent or delivered when sent or delivered to Purchaser or Purchaser's attorney or agent.
24. **Attorney Review.** Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Contract. Accordingly, the terms of the Contract are not to be construed against any party because that party drafted the Contract or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Contract.
25. **Governing Law:** The enforcement, interpretation, and construction of the contract and all matters relating hereto, shall be governed by federal law, and in the event that federal law is silent or inapplicable, and as federal law permits, the laws of the state in which the property is physically located shall apply, without giving effect to the conflict of laws principles thereof.
26. **Conflict of Legal Descriptions.** In the event of a conflict between the description of the Property in the Contract and the description of the Property set forth in the court order forfeiting the Property to Seller ("Order of Forfeiture"), the description of the Property in the Order of Forfeiture shall prevail for purposes of the Contract.
27. **Prohibited Purchasers.** Purchaser hereby covenants and represents to Seller that Purchaser is not acting, and will not act, directly or indirectly, in concert with, or on behalf of, the person or entity from whom the Property was forfeited or whose conduct resulted in the forfeiture of the Property or those persons acting in concert therewith in the purchase and acquisition of the Property which is the subject of the Contract.

**28 Additional Terms or Conditions.** (insert "NONE" if applicable)

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**PURCHASER'S ACCEPTANCE:**

Entity Name: (if applicable): \_\_\_\_\_

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

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Tax I.D. No. (if an entity): \_\_\_\_\_

Agent Name (if applicable): \_\_\_\_\_

Agent Telephone Number: \_\_\_\_\_

Agent E-mail Address: \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**SELLER'S ACCEPTANCE:**

For and on behalf of the United States of America

By the United States Marshals Service

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

Title: \_\_\_\_\_

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

## **SCHEDULE "2"**

If the state or local jurisdiction where the Property is located has rules, laws or requirements that must be included in the Listing Agreement, then the parties will insert that language in this Schedule 2.

This Schedule 2 forms an integral part of the Listing Agreement between the parties.

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## CONTRACTOR CONFIDENTIALITY AGREEMENT

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This Confidentiality Agreement ("CA") is executed this 19<sup>th</sup> day of March, 2020 by K & A Realty LLC ("Recipient"), in conjunction with the USMS Listing Agreement (the "Listing Agreement").

For due consideration given, Recipient agrees to the following:

1. Confidential Information. USMS and/or Colliers International, acting in any of its capacities, may provide Recipient with, or allow Recipient physical or electronic access to, or Recipient may obtain certain information and/or sensitive data not generally known to the public concerning closed, pending or ongoing investigations, sensitive materials and any other Confidential Information (as hereinafter defined). As used herein "Confidential Information" means any private, confidential, proprietary or other sensitive, non-public information (whether or not embodied or contained in some tangible form) relating to any real estate asset owned or in the custody of the USMS, criminal or civil asset seizure action, property appraisal or valuation information, property financial information, property status information, property inventory or price lists, and disposition strategies. The parties acknowledge that any information or documents provided by the USMS and/or Colliers International to Recipient on or after the date provided above will be used by the Receiving Party in conjunction with the Receiving Party's engagement as the Cooperating Listing Broker in conjunction with the Listing Agreement.
2. No Disclosure. Except as expressly permitted by Paragraph 3 below, Recipient shall not at any time disclose, permit the disclosure of, release, disseminate, or transfer, whether orally or by any other means, any part of such Confidential Information to any other person or entity of whatever kind or nature, including without limitation a corporation, government entity or representative, or individual, without the express prior written consent of an authorized representative of USMS and/or Colliers International. Recipient shall return or permanently destroy any and all written Confidential Information, and all copies made of such items, to USMS and/or Colliers International upon their request, but in any event no later than the date that Recipient has performed all services to be performed for USMS and/or Colliers International pursuant to any existing contract, or at the close of the solicitation in connection with which the Confidential Information was given to Recipient. Recipient hereby agrees that such Confidential Information and any documents provided may be used by Recipient only as authorized by USMS and/or Colliers International. Recipient shall take all reasonable measures to ensure that there shall be no disclosure of any such Confidential Information to any unauthorized person by Recipient's employees, agents, or attorneys. In the event that Recipient maintains electronic copies of such Confidential Information, Recipient shall permanently delete all such electronic copies (including any copies maintained on back-up or storage media).
3. Permitted Disclosure.
  - a. Court Order. Recipient shall immediately notify USMS and/or Colliers International of any court order or subpoena requiring disclosure of Confidential Information and shall cooperate with legal counsel for USMS and/or Colliers International in the appeal or challenge of any such order or subpoena. Recipient may disclose Confidential Information required to be disclosed pursuant to court order or subpoena, but only after the USMS and/or Colliers International has exhausted any lawful and timely appeal or challenge that the USMS and/or Colliers International elects to file or make in connection with such court order or subpoena.
  - b. Provision of Service to USMS. If Recipient is retained to perform services for USMS and/or Colliers International pursuant to the Listing Agreement, then Recipient may reveal to a third party only the Confidential Information that is reasonably necessary for Recipient to perform its obligations in conjunction with the Listing Agreement, and only so long as Recipient has first obtained from any prospective buyer or third party a written agreement to abide by the terms of this CA in the same manner, and to the same extent, that Recipient is bound hereunder.
4. Recipient as Corporation, Partnership, or Joint Venture. If Recipient is a corporation, partnership or joint venture, the provision of this Agreement relating to access to, and disclosure of, Confidential Information shall apply to all officers, directors, partners, employees, and agents of Recipient, as applicable, and Recipient shall be responsible for ensuring the compliance of all such parties with the terms hereof.

5. Subcontractors. If Recipient has one or more subcontractors, Recipient shall obtain from each of them and their personnel, including any all officers, directors, partners, employees, and agents, as applicable, a confidentiality agreement that is substantially the same as this CA, and Recipient shall ensure that all subcontractors and subcontractor personnel adhere to the terms of such agreement.
6. Applicable Law - Jurisdiction. This contract shall be governed by the laws of the State of California. In an effort to resolve conflicts over the proper forum for resolving disputes, the parties to this agreement mutually agree that any dispute that cannot be resolved by the parties shall be submitted to, and exclusively resolved by, the Superior Court of Los Angeles County.
7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
8. Attorney's Fees. If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement, or because of any alleged breach, default, or any other dispute in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover all reasonable attorney's fees and other costs incurred in such action or proceedings, in addition to any relief to which it may be entitled.
9. Entire Agreement. This Agreement embodies the entire agreement between the parties in relation to the subject matter herein and supersedes all prior understandings or agreements, oral or written, between the parties hereto.

RECIPIENT (*Please type or print*)

Name: Rodrigo Kirilauscas

Title: Broker

Signature: 