

**CONFIDENTIALITY AND NON-DISCLOSURE  
and PROPERTY ACCESS AGREEMENT**

This Agreement containing both Non-Disclosure and Property Access provisions (the “Agreement”) is made as of \_\_\_\_\_, 2023, between the **PROSPECTIVE BUYER (actual name inserted below)**, (“Buyer”), and **BLUE STAR HOLDING, LLC**, a Florida limited liability company (“Blue Star” or “Owner”)and

\_\_\_\_\_,  
*(insert name of entity or individual)*  
A California \_\_\_\_\_ (“**Buyer**”).  
*(specify type of entity or individual)*

And

WESTERN AGRICULTURAL SERVICES, DRE LIC. #00822140  
By James Ricker DRE Lic. #00476526  
And  
AG-LAND INVESTMENT BROKERS, DRE LIC. #01707128  
By Bert Owens, DRE Lic. #01707128  
 (“referred to as “**Broker**” or collectively as “**Brokers**”)

Buyer desires to enter into discussions with Blue Star, and Broker related to a possible transaction involving the sale of certain real property to Buyer (the “Stated Purpose”). In the course of such discussions, one party (the “Disclosing Party”) will disclose to the other party(ies) (the “Recipient”) certain information that Disclosing Party considers confidential or proprietary. The parties are entering into this Agreement in order to protect their respective confidential or proprietary information from unauthorized use and disclosure.

In furtherance of the foregoing and in consideration of the mutual promises contained herein, including the willingness of the parties to disclose Confidential Information to other party, the parties hereto agree as follows:

1. (a) This Agreement applies to all information disclosed by Disclosing Party to Recipient, whether prior to or after the date of this Agreement as set forth above, in whatever format and whether as delivered materials, or as written or oral information, or information acquired by Recipient by observation as a result of access given by Disclosing Party, and, without limiting the generality of the foregoing, any other information which Disclosing Party identifies in writing from time to time to Recipient as confidential or proprietary before or at the time of such disclosure, if such disclosure is initially in written form, or, if non-written (orally, visually or other sensory disclosures), then as so identified at the meeting at which such information is disclosed (collectively and individually “Confidential Information”). The Confidential Information may include, without limitation, the identity of the other parties to the potential transaction, the fact that the parties are in discussions about the Stated Purpose, documents, agreements, technology, know-how, trade secrets, business plans, financial statements, appraisals, environmental reports, title reports, and marketing data and plans.

- (b) Confidential Information does not include information which:
- (i) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known or available to the public; or
  - (ii) is information which Recipient can document was independently developed or acquired by Recipient without breach of any obligation of confidentiality or use of or access to any of Disclosing Party's Confidential Information.

2. Recipient shall (a) hold Disclosing Party's Confidential Information in strict confidence, (b) take all reasonable steps (which shall include at least those taken by a reasonable person desirous of protecting its most valuable proprietary and confidential information) as may be necessary to prevent the disclosure of Confidential Information to others and to insure that any employee or agent of Recipient who receives any Confidential Information are bound by the confidentiality and limitation of use obligations set forth herein, and (c) not use any Confidential Information of Recipient for any purpose except for the discussions between the parties related to, and in furtherance of, the Stated Purpose. Subject to clause (b) above, Recipient may disclose Disclosing Party's Confidential Information to Recipient's responsible employees, attorneys, accountants and agents who have a bona fide need to know (the "Representatives"), but only to the extent necessary to carry out the Stated Purpose. Recipient will be responsible for any disclosure by its Representatives.

3. In the event Recipient is requested or required (including, without limitation, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or any informal or formal investigation by any government or governmental agency or authority) to disclose any Confidential Information, Recipient shall notify Disclosing Party promptly in writing so that Disclosing Party may seek a protective order or other appropriate remedy. Recipient agrees not to oppose any action by Disclosing Party to obtain such protective order or other remedy. Whether or not such protective order or other remedy is obtained, Recipient agrees that it will furnish only that portion of the Confidential Information, which it reasonably believes is legally required, after consultation with counsel, and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the information so disclosed. Any waiver by Disclosing Party in accordance with this Section 3 shall not be deemed continuing or a waiver of any other term or condition of this Agreement.

4. All Confidential Information, together with all copies, notes, extracts, or summaries thereof or with respect thereto shall remain the exclusive property of Disclosing Party. Upon Disclosing Party's request, Recipient shall promptly return to Disclosing Party all tangible items containing or consisting of Disclosing Party's Confidential Information, together with all copies thereof (including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) and all notes, summaries, analyses, compilations or other similar documents prepared by Recipient relating thereto, or, at the request of Disclosing Party, destroy the same (or the reasonably non-recoverable data erasure of computerized data) and confirm the destruction thereof to Disclosing Party in writing.

5. Nothing contained in this Agreement will be construed as granting any rights to Recipient, by license or otherwise, to any of Disclosing Party's Confidential Information. This Agreement shall not obligate the parties to enter into any subsequent agreement or business arrangement.

6. Recipient acknowledges and agrees that any breach or threatened breach of the terms of this Agreement regarding the disclosure, treatment or use of Confidential Information may result in irreparable damage to Disclosing Party for which there may be no adequate remedy at law. Therefore, the parties agree that in the event of any breach or threatened breach of this Agreement by Recipient, Disclosing Party shall be entitled, in addition to any other rights and remedies available to it, to injunctive relief without the posting of a bond requiring the immediate return of all Confidential Information in the possession of Recipient or any such third party, and enjoining Recipient and any parties to which they have made Confidential Information available from using Confidential Information in violation of this Agreement, all without showing or proving any actual damages have been sustained. Recipient agrees to pay all costs and expenses (including reasonable attorneys fees) incurred by Disclosing Party in enforcing the terms hereof or arising from a breach hereof by Recipient if Disclosing Party is awarded any injunctive relief or otherwise prevails in any action for breach of the terms hereof by Recipient.

7. Recipient understands and acknowledges that neither Disclosing Party nor any of its affiliates is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information disclosed to Recipient, and Disclosing Party and its officers, directors, employees, stockholders, owners, advisors, agents or affiliates expressly disclaim any and all liability to you or any other person that may be based upon or relate to (a) the use of the Confidential Information disclosed to Recipient by Recipient or any of the Representatives or (b) any errors therein or omissions therefrom.

8. This Agreement shall survive the termination of any business relationship between the parties for a period of three (3) years, except as otherwise recited elsewhere in this Agreement. This Agreement shall not be assigned by Recipient without the express written consent of Disclosing Party. This Agreement shall benefit and be binding upon the parties and their respective successors and permitted assigns.

(a) Any party may terminate this Agreement at any time upon written notice to the other parties.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions that would require the application of another jurisdiction's laws. The parties' consent to the jurisdiction of federal and state courts located in Sacramento County in the State of California for any dispute arising under or relating to this Agreement. This Agreement is the complete and exclusive agreement of the parties hereto regarding the specific subject matter of this Agreement and supersedes in their entirety all prior agreements, understandings and communications, oral or written, between the parties regarding the specific subject matter of this Agreement, and will be binding upon and inure to the parties' respective successors and assigns, and, as applicable, heirs and representatives, and may only be amended by a writing signed by the parties or their respective successors, assigns or

authorized representatives. This Agreement may be executed in any number of counterparts (delivery of which may occur via facsimile or electronically scanned copy), each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective at such time as counterparts thereof have been executed by each of the parties and it shall not be a condition to its effectiveness that each of the parties has executed the same counterpart.

10. Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable, or enforceable only if modified, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though contained in this original Agreement. The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modification that the court deems warranted to carry out to the maximum extent permitted by law the original agreement of the parties. The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them.

11. The name of the Prospective Buyer must be disclosed at the time of its signature of this Agreement upon delivery to it of a copy of this Agreement signed by the other parties to this Agreement.

12. The identifying information for the Prospective Buyer, to be filled in by Prospective Buyer at the time of its signature of this Agreement is as follows:

Name of Buyer entity: \_\_\_\_\_

Jurisdiction in which entity was formed: \_\_\_\_\_

Authorized official of the entity: \_\_\_\_\_

Address of the entity: \_\_\_\_\_

Telephone of the entity: \_\_\_\_\_

Email address for the entity contact person: \_\_\_\_\_

(PROPERTY ACCESS PROVISIONS FOLLOW)

PROPERTY ACCESS PROVISIONS  
(NOT APPLICABLE TO THE BROKER)

**WHEREAS**, Prospective Buyer is exploring the potential purchase from Owner of certain real property from Owner located in Tehama County, California (the "Property");

**WHEREAS**, Prospective Buyer wishes to conduct studies, tests, examinations, inquiries and inspections of or concerning the Property including, without limitation, engineering and feasibility studies, and surveys, including topographical surveys (collectively, the "Inspection"); and

**WHEREAS**, Owner has agreed to allow Prospective Buyer to conduct the Inspection, subject to Prospective Buyer entering into this Agreement and complying with the conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the covenants, promises and undertakings set forth herein, Owner and Prospective Buyer hereby agree as follows:

Owner agrees to allow Prospective Buyer, or Prospective Buyer's appraiser, engineers, employees, agents, or designee, to access the Property for the limited purpose of conducting the Inspection, subject to the following terms and conditions:

13. The Inspection shall only occur during business hours (i.e., 9:00 a.m. to 5:00 p.m.), in each instance, by notifying Moshe Schwartz by email at: [moshe@utifl.com](mailto:moshe@utifl.com), and Aris Babayan by email at: [Aris@Roe.co](mailto:Aris@Roe.co) on at least two (2) business days' prior notice; provided however that any Inspection (i) shall not unreasonably impede the day-to-day operation of the Property, and (ii) Buyer shall not have any right to conduct any invasive environmental studies on the Property without Owner's written consent, which consent shall be at Owner's sole and absolute discretion.
14. The Parties expressly acknowledge and agree that, except as otherwise expressly provided in this Agreement, Owner makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied or made available to Buyer in connection with Buyer's inspection of the Property (e.g., that such materials are complete, accurate or the final version thereof, or that such materials are all of such materials as are in Owner's or Owner's agents' possession.) The Parties expressly acknowledge and agree that such materials, except as otherwise expressly provided in this Agreement, are provided only for Buyer's convenience in making its own examination and determination of the Property. Except as otherwise expressly provided in this Agreement, Buyer agrees that it will not rely on any such materials provided to it by Owner in connection with its inspection but instead will rely on its own independently developed or verified information.

15. Prior to entry on the Property as permitted above, Buyer shall deliver to Seller an insurance certificate together with an additional insured endorsement, in form and substance reasonably acceptable to Owner, which shows Owner as an additional insured on Buyer's commercial general liability insurance policy with coverage in an amount not less than Two Million Dollars (\$2,000,000) per single occurrence, and which covers the activities of Buyer and any of its agents, contractors, consultants or representatives (collectively, "Buyer's Agents") on the Property. Such insurance coverage shall be maintained by Buyer and be primary and non-contributing with any other insurance available to Owner. The conduct of Buyer and Buyer's Agents upon the Real Property shall not unreasonably disrupt Owner's or any other party's use of the Property at any time, and Buyer shall promptly repair any damage caused to the Property as a result of Buyer's entry on the Property and shall restore the Property after any such entry to its condition at the time immediately preceding such entry by Buyer; provided, however, that Buyer's repair and restoration obligations shall not be applicable to the extent of any pre-existing facts or conditions not materially exacerbated by Buyer's acts hereunder.
- a. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least fifteen (15) days' prior written notice has been given to Owner.
  - b. Any of the insurance policies as set forth above, shall schedule the following as additional named insured:  

Red Bluff Farm, LLC,  
Eucalyptus, LLC  
Blue Star, LLC  
Blue Star Holding, LLC
16. Owner shall have the option to have an agent or employee accompany Prospective Buyer at all times during its investigation or Inspection of the Property.
17. Prospective Buyer and all of its officers, directors, employees, stockholders, owners, advisors, agents, affiliates or any Buyer's Agents (as defined above) shall be subject to the Confidentiality provisions set forth above in this Agreement between the parties.
18. The Inspection shall be at Prospective Buyer's sole cost and expense and Prospective Buyer agrees to keep the Property free and clear of any liens that may arise as a result thereof. Notwithstanding anything contained herein to the contrary, in no event shall the Inspection include any subsurface or other invasive testing without the prior written consent of Owner, which Owner may withhold in its sole discretion.

19. All activities undertaken by Prospective Buyer in connection with the Inspection shall fully comply with applicable Laws.
20. Whenever any of Buyer's Agents (as defined above) brings any vehicle onto the Property, Prospective Buyer shall maintain in good working order, at each inspection location during the fire season or in other periods of hazardous fire weather, a 300 gallon or larger tank of water with a pump capable of producing at least ten (10) gallons per minute at 15 PSI. To be kept with this equipment shall be 300 feet of one-inch fire hose with a shut-off nozzle, a sling psychrometer, and any other fire tools and equipment required by state law.
21. Prospective Buyer shall promptly repair or restore, at its sole cost and expense, any damage arising in connection with the Inspection and such repair or restoration shall be performed in a good workmanlike manner in accordance with applicable Laws. This Section shall survive the termination of this Agreement for a period of one (1) year from the Termination of this Agreement.
22. Prospective Buyer shall and hereby does indemnify and hold Owner harmless from and against any and all obligations, lawsuits, injuries, losses, damages, claims, liens, costs, expenses, demands, liabilities, judgments, penalties, investigation costs, including attorneys' fees and costs, incurred in connection with, arising directly or indirectly out of, or in any way connected with (i) the Inspection, (ii) any act or omission of Prospective Buyer, its appraiser, engineers, employees, agents, or designee, or anyone acting by, through, under, or at the direction, of the foregoing, in connection with this Agreement or (iii) Prospective Buyer's breach of any of the terms of this Agreement. Without limiting the generality of the foregoing indemnity, Prospective Buyer shall (i) keep the Property free and clear of any mechanics' or other lien which may be recorded or threatened against the Property by any party providing labor, materials or services in connection with the Inspection and (ii) except as required by Law, not file or cause to be filed any application or make any request (other than inquiries into public records) with any governmental or quasi-governmental agency which would or could lead to a hearing before any governmental or quasi-governmental agency. This Section shall survive the termination of this Agreement for a period of one (1) year from the Termination of this Agreement.
23. All notices required or desired to be given hereunder shall be in writing, to either Owner or Prospective Buyer, as the case may be, at their respective addresses set forth on the signature page of this Agreement or elsewhere in this Agreement and shall be sent by (i) personal delivery (provided written receipt is obtained), (ii) nationally recognized air courier or other independent messenger service (e.g. Federal Express) for next business day delivery, (iii)

certified mail, return receipt requested, postage prepaid, deposited at a post office or branch post office and addressed to the party for whom intended or (iv) electronic delivery and courier delivery as described above. All notices shall be deemed to have been duly received or given on the date received or the in the case of email on the date sent without rejection from the intended recipients server; provided, however, that (i) if any notice cannot be delivered to a party at the then current address for notices to such party hereunder because of a change of address of which no notice was given, such notice shall be deemed to have been received on the first date on which delivery was attempted and could not be made because of such change of address, and (ii) if a party rejects or refuses to accept any notice offered for delivery, such notice shall be deemed to have been received on the first date on which delivery was attempted and rejected or refused by such party.

24. This Agreement may be executed electronically and in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. Facsimile signatures shall be binding.

(The signature page follows.)



**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first above written by their respective duly authorized officers.

**Prospective Buyer**

\_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
(Print Name signed above)

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

**Seller:  
Blue Star Holding, LLC**

\_\_\_\_\_  
By: \_\_\_ Moshe Schwartz

Its: \_\_\_ Manager

Address: 2390 NE 172 Street

North Miami Beach, FL 33160

Email: Moshe@utifl.com

**Broker**

**WESTERN AGRICULTURAL SERVICES**

\_\_\_\_\_  
By: \_ Stephen James Ricker

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Email:

**Broker**

**AG-LAND INVESTMENT BROKERS**

\_\_\_\_\_  
By: \_ Bert Owens

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Email: