

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement")

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_ ("Effective Date"), by and between:

**Seller or Seller's Representative/Disclosing Party:** \_\_\_\_\_ ("Seller")

**Buyer or Buyer's Representative/Receiving Party:** \_\_\_\_\_  
("Buyer")

Seller and Buyer (including their respective representatives) may be referred to individually as a "Party" and collectively as the "Parties."

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## 1. Property

This Agreement relates to the potential sale, financing, or other transaction involving the real property commonly known as:

**5301 Sierra Vista Avenue, Los Angeles, California 90029** (the "Property").

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## 2. Purpose

The purpose of this Agreement is to permit Seller to disclose certain confidential, proprietary, and non-public information to Buyer solely for the purpose of evaluating a potential purchase or other transaction involving the Property (the "Purpose").

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## 3. Confidential Information

"Confidential Information" includes, without limitation, any information disclosed by Seller or Seller's agents, representatives, attorneys, brokers, or advisors to Buyer, whether orally, electronically, or in writing, including but not limited to:

- Financial statements, operating statements, profit and loss statements, rent rolls, income and expense data
- Existing and historical leases, lease abstracts, amendments, tenant information, and tenant correspondence
- Copies of leases, estoppels, service contracts, vendor agreements, and management agreements
- Purchase price guidance, offering memoranda, projections, underwriting models, and valuations
- Property condition reports, inspections, plans, surveys, environmental reports, and engineering information
- Zoning, entitlement, development potential, and construction-related information
- Tax information, insurance policies, utility data, and legal documentation

- Any notes, analyses, summaries, or materials prepared by Buyer that contain or are derived from the above information

Confidential Information does **not** include information that Buyer can demonstrate:

1. Is or becomes publicly available through no breach of this Agreement.
  2. Was lawfully known to Buyer prior to disclosure by Seller.
  3. Is received from a third party without breach of any confidentiality obligation; or
  4. Is independently developed by Buyer without using Confidential Information.
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## 4. Non-Disclosure, Use Restrictions, and Quiet Marketing

Buyer agrees that:

- Confidential Information shall be used **solely** for the Purpose described in this Agreement.
  - Confidential Information shall be kept strictly confidential and shall not be disclosed to any third party except as expressly permitted herein.
  - The existence of this Agreement, the availability of the Property, the fact that discussions or negotiations are occurring, and the terms thereof are themselves Confidential Information.
  - Buyer shall not issue press releases, listings, marketing materials, offering notices, or make any public or private announcements regarding the Property without Seller's prior written consent.
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## 5. Permitted Disclosures

Buyer may disclose Confidential Information only to its partners, members, investors, lenders, attorneys, accountants, consultants, and advisors (collectively, "Representatives") who have a bona fide need to know such information for the Purpose, provided that:

- Such Representatives are informed of the confidential nature of the information.
  - Such Representatives are bound by confidentiality obligations no less restrictive than those contained herein; and
  - Buyer shall be fully responsible and liable for any breach of this Agreement by its Representatives.
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## 6. No Contact with Tenants or Vendors

Buyer agrees not to contact, communicate with, or solicit tenants, occupants, property managers, employees, or vendors of the Property without Seller's prior written consent.

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## **7. Return or Destruction of Materials**

Upon Seller's written request or upon termination of discussions, Buyer shall promptly return or destroy all Confidential Information, including all copies, summaries, and analyses, and certify such destruction in writing upon request.

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## **8. No Representation or Warranty**

Buyer acknowledges that Seller makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Buyer agrees that Seller shall have no liability resulting from Buyer's use of the confidential information.

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## **9. No Obligation; No Agency**

This Agreement does not obligate either Party to proceed with any transaction. Nothing contained herein shall be deemed to create any partnership, joint venture, fiduciary relationship, or agency between the Parties.

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## **10. Term**

The obligations of confidentiality under this Agreement shall survive for a period of **two (2) years** from the Effective Date, except with respect to trade secrets or tenant financial information, which shall remain confidential for so long as such information remains confidential under applicable law.

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## **11. Remedies**

Buyer acknowledges that a breach of this Agreement, particularly with respect to unauthorized disclosure, tenant contact, or off-market exposure, may cause irreparable harm to Seller for which monetary damages may be inadequate. Seller shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law or in equity.

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## **12. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action arising out of this Agreement shall be in Los Angeles County, California.

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### 13. Miscellaneous; Electronic Signatures

- This Agreement constitutes the entire agreement between the Parties regarding confidentiality and supersedes all prior discussions or agreements.
  - This Agreement may be amended only by a written agreement executed by both Parties.
  - This Agreement may be executed in counterparts, each of which shall be deemed an original.
  - **Electronic signatures, including those executed via DocuSign or similar electronic signature platforms, shall be deemed valid and binding for all purposes.**
  - If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
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### 14. Signatures

#### SELLER OR SELLER'S REPRESENTATIVE:

Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_  
Company (if applicable): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

#### BUYER OR BUYER'S REPRESENTATIVE:

Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_  
Company (if applicable): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_