



CONFIDENTIALITY AGREEMENT

PROPERTY

(1785 Locust Street (aka 295 N. Allen Avenue), Pasadena, CA)

Please be advised that Seller is considering a possible sale of the Property with Redstone Commercial acting as the authorized sales representatives ("Broker"). Redstone Commercial has been given proprietary information by Owner, (the "Owner") with respect to the offering for sale of 1785 Locust Street (aka 295 N. Allen Avenue), Pasadena, California (the "Property"). The Owner has indicated that all inquires and communications with respect to the contemplated sale of such Property be directed to Redstone Commercial.

Redstone Commercial has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). Redstone Commercial will not disclose such Information Materials to Potential Purchaser unless and until the Purchaser has executed this agreement. Upon Redstone Commercial's receipt of this executed agreement Redstone Commercial is prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Informational Materials relating to the Property, which may be furnished to the Potential Purchaser or Potential Purchaser's Broker by the Seller, Broker, shall continue to be the Property of the Seller. The Informational Materials will be used by the Potential Purchaser solely for the purpose of evaluating the possible acquisition of the Property and not for any purpose not related to the possible acquisition of the Property, including for the purpose of contacting tenants of the Property, and may not be copied or duplicated without the Seller's consent and must be returned to the Seller and copies destroyed immediately upon the Seller's request or when the Potential Purchaser declines to make an offer for the Property or terminates discussions or negotiations with respect to the Property.
2. The Potential Purchaser or Potential Purchaser's Broker will (as defined below) not make any Informational Materials available, disclose any of the contents thereof, or disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property, to any person, unless such person has been identified to the Seller in writing and the Seller has approved the furnishing of the Informational Materials or such disclosure to such person, and such person has entered into an agreement with the Seller, the provisions of which agreement shall be substantially the same as the provisions of this Confidentiality Agreement, provided however, that the Informational Materials and this Confidentiality Agreement may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties") who, in the Potential Purchaser's best reasonable judgment, need to know such information for the purpose of evaluating the potential purchase of the Property or any interest therein by the Potential Purchaser. Such Related Parties shall be informed by the Potential Purchaser of the confidential nature of the Informational Materials and shall be directed in writing by the Potential Purchaser to keep all the Informational Materials strictly confidential in accordance with this Confidentiality Agreement. The Prospective Investment Purchaser shall be responsible for any violation of this provision by any of the Related Parties.
3. The Potential Purchaser and agent understands and acknowledges that Redstone Commercial and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to Redstone Commercial by others and has not been independently verified by Redstone Commercial and is not guaranteed as to completeness or accuracy.
4. The Potential Purchaser hereby indemnifies and holds harmless Redstone Commercial and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this agreement.

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5. The Potential Purchaser acknowledges that the property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. The Potential Purchaser acknowledges that the property is being offered without regard to race, creed, sex, religion, or national origin. This agreement terminates two (2) years from the date hereof except as to written claims by Owner against Potential Purchaser prior thereto.

If in agreement with the foregoing, please return one signed copy of this agreement to Redstone Commercial Real Estate; Email: dalle@redstonecre.com, 301 N. Lake Avenue, Suite 410, Pasadena, California 91101

POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO

This _____ DAY OF _____, 2025

(Signature)

NAME: _____

REPRESENTING AGENT:

ACCEPTED AND AGREED TO

This _____ DAY OF _____, 2025

(Signature)

NAME: _____

(Signature)

NAME: _____

(Signature)

NAME: _____

COMPANY: _____

COMPANY: _____

TEL: (____) _____

TEL: (____) _____

FAX: (____) _____

CELL: (____) _____

E-MAIL: _____

E-MAIL: _____