

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Property Address: 300–350 Pendleton Way, Oakland, CA 94621

Owner: Pendleton Partners LP

This Non-Disclosure and Confidentiality Agreement (“Agreement”) is entered into by and between the undersigned potential buyer (“Recipient”), the real estate agent representing the Recipient (“Buyer’s Agent”), and Pendleton Partners LP (“Owner”) in connection with the evaluation of the above-referenced property (“Property”) for a potential purchase.

1. Confidential Information

For purposes of this Agreement, “Confidential Information” includes, but is not limited to:

- Financial, operational, and leasing data related to the Property
- Tenant names, lease terms, rental rates, and contact information
- Marketing materials, offering memoranda, and any other documents provided by Owner or its representatives
- Any verbal or written communications regarding the Property

2. Use of Information

Recipient agrees to use the Confidential Information solely for the purpose of evaluating the potential acquisition of the Property. Recipient shall not disclose, reproduce, or distribute any Confidential Information to any third party without prior written consent from Owner, except to Recipient’s legal, financial, or real estate advisors who agree to maintain confidentiality.

3. Tenant Protection

Recipient acknowledges that the Property is tenant-occupied and agrees not to contact, disturb, photograph, or otherwise engage with any tenants or their representatives without prior written authorization from Owner. Recipient further agrees not to take photographs, videos, or other visual recordings of tenant-occupied areas or any portion of the Property that may compromise tenant privacy. Any attempt to solicit, interview, inspect tenant spaces, or capture visual content without permission will be considered a breach of this Agreement.

4. Return or Destruction of Materials

If Recipient decides not to pursue the acquisition of the Property, or upon request by Owner, all Confidential Information shall be returned or destroyed, including any copies or summaries.

5. No Obligation

This Agreement does not obligate Owner to sell the Property or Recipient to purchase it. It is intended solely to protect the confidentiality of the information exchanged.

6. Term

This Agreement applies to all Tenant's Confidential Information and will always remain in effect.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Attorney Fees

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and any other relief to which such party may be entitled to.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

Recipient (Potential Buyer):

Name: _____ Signature: _____

Date: _____

Real Estate Representing the Buyer:

Name: _____ Company: _____

DRE Lic. #: _____ Signature: _____

Date: _____

Pendleton Partners LP (Owner):

By: _____

Title: _____

Signature: _____

Date: _____