

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(Commercial Real Estate Transaction)

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is made as of the date executed by the Potential Buyer (the “Effective Date”), by and between Sperry Commercial Gateway Group and Ashwill Associates (collectively, the “Disclosing Party”), and a \_\_\_\_\_: (“Potential Buyer”)

## 1. Purpose

In connection with Potential Buyer’s consideration of a possible purchase of the real property commonly known as 809 S. Atlantic Blvd, Monterey Park, CA (the “Property”), a three (3) story multi-tenant office building located in the County of Los Angeles, the Disclosing Party may provide certain confidential and proprietary information solely for evaluation purposes.

## 2. Confidential Information

“**Confidential Information**” includes, without limitation, all documents, materials, data, financial statements, rent rolls, operating statements, leases, surveys, reports, analyses, and other proprietary or non-public information relating to the Property that is provided by the Disclosing Party or on behalf of the owner, whether orally, electronically, or in writing.

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of Potential Buyer; or
- Is obtained from a third party without breach of this Agreement.

## 3. Obligations of Potential Buyer

Potential Buyer agrees:

- To keep all Confidential Information strictly confidential
- To use the Confidential Information solely to evaluate a potential purchase
- To disclose information only to advisors bound by confidentiality
- To return or destroy all Confidential Information upon request

## 4. Term

This Agreement shall remain in effect for three (3) years from the Effective Date.

## 5. No Representations or Warranties

All Confidential Information is provided “AS IS”, without representation or warranty. Potential Buyer relies solely on its own investigation.

Any summaries, projections, assumptions, or analyses provided by the Disclosing Party or its agents are provided for informational purposes only and shall not be relied upon as accurate or complete.

## 6. No Exclusivity

No exclusive rights are granted. The Disclosing Party and owner may engage multiple parties simultaneously.

## 7. No Obligation to Negotiate

Either Party may terminate discussions at any time. No liability exists absent a definitive written agreement.

## 8. Non-Disclosure of Discussions

Buyer shall not disclose negotiations or communications regarding the Property.

## 9. Property Access and Tours

Access to the Property, if granted, shall be subject to the prior approval, scheduling, and rules of the Disclosing Party and/or the property owner. Any access provided shall be for evaluation purposes only and shall not be deemed a representation or warranty

of any kind as to the condition, safety, accessibility, code compliance, zoning, or fitness of the Property. Potential Buyer assumes all responsibility for its representatives during any property access.

**10. No Contact**

No contact with tenants, management, ownership, or on-site personnel without written consent.

**11. Brokers**

Potential Buyer may be acting either as a principal buyer or as a licensed real estate broker or agent representing a prospective buyer (a "Buyer's Agent"). If executed by a Buyer's Agent, this Agreement shall be binding upon both the Buyer's Agent and the Buyer represented, and the Buyer's Agent represents that it has authority to bind such Buyer. All obligations, restrictions, and indemnities contained herein shall apply jointly and equally to the Buyer and any Buyer's Agent.

The Disclosing Party is willing to cooperate with a buyer's broker or agent pursuant to a separate written agreement and may also act as a dual agent, subject to applicable law and the execution of all required agency disclosure and informed written consent forms. Nothing in this Agreement shall be deemed to create an agency relationship or to satisfy statutory disclosure or consent requirements, which shall be addressed, if applicable, by separate written disclosures.

The Disclosing Party shall not be responsible for paying any cooperating broker fee except as expressly agreed to in writing. Potential Buyer agrees to indemnify and hold harmless the Disclosing Party and the owner of the Property from any claims for compensation by any broker or other party with whom Potential Buyer or its Buyer has dealt, other than the Disclosing Party, in connection with the Property.

Potential Buyer further agrees to indemnify, defend, and hold harmless the Disclosing Party and its agents from and against any and all claims, losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or related to the use or misuse of the Confidential Information or any breach of this Agreement.

**12. Legal Remedies**

Disclosing Party may seek injunctive relief for breach.

**13. Governing Law**

California law governs.

**14. Entire Agreement**

This Agreement is the entire understanding and may be executed electronically.

**DISCLOSING PARTY:**

**Sperry Commercial Gateway Group**

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

Name: Henry Liu

Title: Principal | Broker

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

**Ashwill Associates**

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

Name: Gary Martinez, CCIM, SIOR

Title: Senior Vice President

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

**POTENTIAL BUYER:**

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

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

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

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