

NON-DISCLOSURE AGREEMENT

INVESTMENT OPPORTUNITY AT 810 S. BROADWAY, LOS ANGELES, CALIFORNIA

This Non-Disclosure Agreement ("Agreement") is entered into as of _____, 20____, by and between Major Properties ("Disclosing Party") and _____ ("Receiving Party"), with **Major Properties**, a California real estate brokerage, acting as broker on behalf of the Disclosing Party.

1. Purpose

Receiving Party desires to review confidential information regarding a potential real estate investment opportunity located at **810 S. Broadway, Los Angeles, California** (the "Property"). The Confidential Information is being disclosed solely for the purpose of evaluating a possible purchase or investment in the Property (the "Purpose").

2. Definition of Confidential Information

"Confidential Information" includes, but is not limited to, all financial data, rent rolls, operating statements, tenant information, leases, pricing guidance, offering materials, architectural plans, environmental reports, zoning analyses, development potential, and any other non-public information disclosed verbally, electronically, or in writing.

Confidential Information does **not** include information that:

- Is or becomes publicly available through no fault of Receiving Party
- Was already known by Receiving Party prior to disclosure
- Is lawfully obtained from a third party without restriction
- Is independently developed without use of Confidential Information

3. Obligations of Receiving Party

Receiving Party agrees to:

- Keep all Confidential Information strictly confidential
- Use the Confidential Information solely for the stated Purpose
- Not disclose the information to any third party without prior written consent, except to attorneys, lenders, accountants, or partners directly involved in evaluating the transaction, who must also agree to confidentiality
- Not contact the property owner, tenants, or property management directly

4. Non-Circumvention

Receiving Party agrees not to circumvent, interfere with, or bypass Major Properties in any direct or indirect communication, negotiation, or transaction involving the Property during the term of this Agreement and for a period of 24 months thereafter.

5. No Representation or Warranty

All information is provided "as-is" without any representation or warranty, express or implied, as to accuracy or completeness. Receiving Party agrees to conduct its own independent investigations and due diligence.

6. Return or Destruction of Materials

Upon request, Receiving Party shall promptly return or destroy all Confidential Information and any copies thereof.

NON-DISCLOSURE AGREEMENT

INVESTMENT OPPORTUNITY AT 810 S. BROADWAY, LOS ANGELES, CALIFORNIA

7. No Obligation

This Agreement does not obligate either party to proceed with any transaction or agreement.

8. Term

This Agreement shall remain in effect for 24 months from the date of execution.

9. Remedies

Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm and that Disclosing Party shall be entitled to injunctive relief in addition to any other legal remedies.

10. Governing Law

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

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties and may only be modified in writing signed by both parties.

12. Electronic Signature and Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original. Signatures transmitted electronically, including by PDF, DocuSign, or email acknowledgment, shall be deemed valid and binding for all purposes.

AGREED AND ACCEPTED:

Receiving Party:

Signature: _____

Name: _____

Company: _____

Email: _____

Date: _____

Please Save and Email to:
anthony@majorproperties.com
or
brad@majorproperties.com

Disclosing Party:

Signature: _____

Name: _____

Date: _____