



**BUYER CONFIDENTIALITY AGREEMENT AND REQUEST FOR INFORMATIONAL MATERIALS**

This is a Request for Informational Materials that have been prepared regarding the potential sale of an approximately 106,353 SF Retail Building located in the Rancho Cucamonga area (“Property”) and are intended solely for Buyer (“Prospective Purchaser”) and its limited use in considering its interest to purchase the Property from Ownership (“Owner”).

The Informational Materials, which contain certain confidential information relative to the business and affairs of the Property, as well as other information that may be pertinent to the sale of the Property or specific information requested by Prospective Purchaser, have been prepared by the Owner and NAI Capital (NAI). The Information Materials do not purport to be all-inclusive or to contain all the information that a prospective purchaser may desire. Neither the Owner nor NAI make any representations or warranties, expressed or implied, as to the accuracy or completeness of the Informational Materials or their contents and no legal liability is assumed or justified with respect thereto.

By executing this Agreement, Prospective Purchaser agrees that: it will hold and treat the information contained in the Informational Materials in the strictest of confidence; it will not disclose or permit anyone else to disclose the contents of the Informational Materials to any other entity without prior written authorization of NAI; it will not permit the Informational Materials or its contents to be used in any fashion or manner detrimental to the interest of the Owner; it will not photocopy or duplicate the Informational Materials without prior written consent of NAI; it shall not disclose or discuss the sale of the Property with any of the staff or tenants at the property without the prior written consent of NAI; it will indemnify, defend and hold harmless the Owner and NAI from all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to any claim made by any broker other than NAI; it acknowledges that only NAI shall receive compensation from the Owner.

The undersigned Prospective Purchaser acknowledges that the Owner shall have no obligation to Prospective Purchaser unless and until a written agreement embodying all the terms and conditions of the proposed sale is executed and delivered by Owner and by Prospective Purchaser and in such event, Owner’s only obligation to the Prospective Purchaser will be as, and to the extent, if any, provided in such written agreement.

The owner/NAI expressly reserve the right, at its sole discretion, to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice. The Informational Materials shall not be deemed a representation of the state of affairs of the Property or constitute an indication that there has been no change in the business or affairs of the Property since the date of the preparation of the Informational Materials.

**ACKNOWLEDGED AND AGREED:**

\_\_\_\_\_  
**Prospective Purchaser/Entity (Print Name)**  
\_\_\_\_\_  
**Street Address**  
\_\_\_\_\_  
**City, State and Zip Code**

\_\_\_\_\_  
**Authorized Signatory for Purchaser/Entity (Signature)**  
\_\_\_\_\_  
**Phone Number**                      **Facsimile Number**  
\_\_\_\_\_  
**E-mail address**

**RETURN TO: Eric Seidenglanz, NAI Capital [eseidenglanz@naicapital.com](mailto:eseidenglanz@naicapital.com) email**

**DATE RECEIVED BY NAI Capital:** \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_