



**Prospective Buyer
Confidentiality and Non-Disclosure Agreement:**

The Seller has engaged **MGR Real Estate, Inc.** (“Listing Broker”) as its exclusive agent in connection with the sale of the real property located at **222 N Mountain Avenue, Upland, California 91876** (the “Property”). Seller has directed that all inquiries and communications regarding the contemplated sale of the Property be conducted exclusively through Listing Broker.

In connection with _____ (the prospective “Purchaser”) evaluating a potential acquisition of the Property, the parties agree as follows:

1. Genuine Business Interest

Purchaser represents that it has a bona fide interest in evaluating the acquisition of the Property and is requesting evaluation materials solely for that purpose.

2. Confidentiality and Non-Disclosure

All information provided to Purchaser in connection with the Property, including but not limited to any confidential offering memorandum (the “Memorandum”) and related materials (collectively, the “Evaluation Material”), except for information that is publicly available or part of the public record, is confidential in nature. By accepting the Evaluation Material, Purchaser agrees to hold such information in strict confidence and not to disclose it to any third party without the prior written consent of Seller or Listing Broker, except to Purchaser’s attorneys, accountants, lenders, or other professional advisors who have a need to know such information for purposes of evaluating the transaction and who are bound by confidentiality obligations at least as restrictive as those contained herein. Purchaser further agrees not to use the Evaluation Material in any manner detrimental to the interests of Seller.

3. Due Diligence and Independent Investigation

The Memorandum and other Evaluation Material have been prepared by Listing Broker for use by a limited number of prospective purchasers and do not purport to be a complete or necessarily accurate summary of the Property or any related documents. All information, projections, opinions, assumptions, and estimates are based upon sources deemed reliable but are subject to change and uncertainty, including economic conditions and other factors beyond the control of Seller and Listing Broker. Neither Seller nor Listing Broker makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. The Property is offered and will be sold on an “AS IS, WHERE IS” basis. Purchaser acknowledges that it must conduct its own independent investigation, inspections, and analysis of the Property and shall rely solely on its own due diligence and the advice of its tax, legal, financial, and other advisors. Any projections or estimates are for illustrative purposes only and do not represent past, present, or future performance of the Property.

4. Negotiations

Seller reserves the absolute right, in its sole discretion, to reject any offer, terminate negotiations, or withdraw the Property from the market at any time, with or without notice. No legal obligation or commitment shall exist unless and until a definitive written purchase agreement has been fully executed and delivered by Seller, and all conditions thereto have been satisfied or waived.

5. Commissions

Seller has retained Listing Broker as its exclusive broker in connection with the sale of the Property. Any commission payable to Listing Broker and any cooperating or procuring broker shall be governed by a separate written agreement. Listing Broker is not authorized to make representations or enter into agreements on behalf of Seller.

6. Binding Effect

This Confidentiality Agreement shall survive the completion or termination of negotiations and shall be binding upon Purchaser and its agents, representatives, successors, and assigns, and shall inure to the benefit of Seller and Listing Broker and their respective successors and assigns.

7. No Reproduction

All Evaluation Material remains the property of Seller and Listing Broker and may be used only for the purpose authorized herein. No portion of the Evaluation Material may be copied, reproduced, or distributed, in whole or in part, except as expressly permitted under this Agreement.

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2026

Prospective Purchaser:	
Signature:	
Contact Name:	
Phone No.:	
E-mail:	
Address:	

(*If Applicable) If Purchaser is represented by separate broker, this Confidentiality Agreement applies to broker, in addition to Prospective Purchaser.

Prospective Broker:	
Signature:	
Contact Name:	
Phone No.:	
E-mail:	
Address:	