



REAL ESTATE BUYER (CONFIDENTIALITY) NON-DISCLOSURE AGREEMENT

Date: _____

This Real Estate Buyer (Confidentiality) Non-Disclosure Agreement (the "Agreement") is made between the owners (the "Seller") and _____ (the "Buyer(s)") and is effective upon dissemination of any property details. The parties are contemplating a real estate sale for the property located at (Address/APN): 2575 LedgeWood, Fairfield CA and any additional related parcels (the "Property") and in the process, Seller may disclose proprietary and confidential information regarding the Property and the sale. This Agreement is intended to prevent the unauthorized disclosure of any/all Confidential Information. "Confidential Information" is proprietary information disclosed by Seller and relating to the sale of the Property including but not limited to: ownership, revenue, taxes, marketing plans, planned capital improvements, the identity or financial status of investors or partners, or other information conveyed in writing or in discussion that is indicated to be confidential.

1. Buyer's Obligations

Without Seller's prior written consent, Buyer will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information. Buyer will carefully restrict access to Confidential Information to those people who are subject to non-disclosure restrictions at least as protective as those set forth in this Agreement and who clearly need such access to participate on Buyer's behalf in the analysis and negotiation of an agreement with Seller. Upon Seller's request, Buyer shall within thirty days return all original materials provided by Seller and any copies, notes or other documents in Buyer's possession pertaining to Confidential Information.

2. Exclusions

This agreement does not apply to any information that: (a) was in Buyer's possession or was known to Buyer, without an obligation to keep it confidential, before such information was disclosed to Buyer by Seller; (b) is or becomes public knowledge through a source other than Buyer and through no fault of Buyer; (c) is or becomes lawfully available to Buyer from a source other than Seller; or (d) is disclosed by Buyer with Seller's prior written approval.

Agents for Sellers

_____ (Signature)

Kathy Luebcke, Broker - DRE # 00890435

3. Term

This Agreement and Buyer's duty to hold Confidential Information in confidence shall remain in effect until whichever of the following occurs first: (a) Seller sends Buyer written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be confidential or is public information.

4. Miscellaneous Provisions

(a) No Rights Granted. This Agreement does not constitute a grant, or an intention or commitment enter a real estate sale, nor does it grant any right, title or interest in the Property or the Confidential Information to Buyer.

(b) Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reflect the intent of the parties.

(e) Injunctive Relief. Any misappropriation of Confidential Information in violation of this Agreement may cause Seller irreparable harm, the amount of which may be difficult to ascertain, and therefore Buyer agrees that Seller shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Seller deems appropriate. This right of Seller is to be in addition to the remedies otherwise available to Seller.

(f) Attorney Fees and Expenses. In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(g) Governing Law. This Agreement shall be governed in accordance with the laws of the State of California.

Agent(s) for Buyers

_____ (Signature)

_____ (Signature)

Buyer(s)

_____ (Signature)

Printed Name: _____

_____ (Signature)

Printed Name: _____.