



## CONFIDENTIALITY PROVISIONS AND DISCLAIMER

Parc 88

4445 Stevenson Blvd Fremont CA 94538

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The owner of the Property (the "Owner") has engaged Berkadia ("Listing Broker") to exclusively represent them on the sale of Apartment Community known as Parc 88 located at 4445 Stevenson Blvd Fremont CA 94538 ("Property"). The Owner has directed that all inquiries and communications with respect to the contemplated sale of such Property be directed to Listing Broker.

All information provided by or on behalf of the Owner regarding the Property, the Owner and the proposed transaction, its content and any work product derived therefrom are of a confidential nature (collectively, "Confidential Information"). Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of a violation of this Agreement, (b) was known by, or becomes known to, the Recipient or its Representatives (defined below) from a source which is not known to the Recipient or its Representatives to be obligated to the Owner to keep such information confidential through a legal, contractual, or fiduciary obligation; or (c) is disclosed with the Owner's prior written consent. By accepting any Confidential Information, you ("Recipient") agree that: (a) you will hold and treat it in the strictest confidence, (b) without the prior written authorization of Owner or Listing Broker, you will not disclose any Confidential Information to any other entity except to your officers, directors, employees, legal counsel and outside consultants (collectively, the "Representatives"). Recipient shall direct its Representatives to abide by the terms of this Agreement and will be responsible for any breach of this Agreement by its Representatives, and (c) Recipient and its Representatives will not use any Confidential Information in any fashion or manner detrimental to the interests of Owner and/or Listing Broker.

The Recipient further agrees that all Confidential Information received in written form will be destroyed or returned if the transaction does not fully consummate and that all work product derived therefrom will be destroyed. Notwithstanding the foregoing, Recipient and its Representatives may maintain copies of such Confidential Information (a) pursuant to its and their respective automatic back-up and archiving systems or the ordinary operation of electronic devices and (b) in order to comply with any legal, regulatory or compliance policies or procedures provided that, in each instance, any Confidential Information retained continues to be held confidential in accordance with the terms of this Agreement.

Recipient and Recipient's Representatives may disclose Confidential Information as required pursuant to law, regulation or legal process or requested by a regulatory or self-regulatory authority having jurisdiction over Recipient or its Representatives. If Recipient or Recipient's Representatives are legally compelled to disclose Confidential Information, Recipient shall be required to provide Owner with notice, to the extent permitted by applicable law, in order to provide the Owner the opportunity to obtain a protective order (at Owner's sole expense); provided, however, in no event shall notice be required in connection with any routine inspection, investigation, examination or inquiry by a regulatory or self-regulatory authority having jurisdiction over Recipient or such Representative.

The Recipient further agrees that this confidentiality agreement shall survive the consummation or lack of consummation of the transaction and shall be binding upon its agents, successors, and assigns and inures to the benefit of the Owner, Listing Broker and their respective agents, successors and assigns.

The Recipient further agrees to save and hold harmless Listing Broker, its agents, successors and assigns and the Owner and



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its agents, successors and assigns, from any such actions or cause of actions which may arise as a result of a violation of the provisions of this agreement.

The Confidential Information and other related materials do not constitute an offer, but only a solicitation of interest with respect to a possible sale of the Property, which the Owner may consider. Owner reserves the right to withdraw the Property from the market or to amend the terms of these materials at any time. The Owner reserves the right to accept or reject any offers including full price offers, and further reserves the right to remove the Property from the market at any time.

The enclosed information and any supplemental materials provided to a prospective purchaser have been obtained by sources believed reliable. While Listing Broker does not doubt its accuracy, we have not verified it and neither we nor the Owner make any guarantee, warranty or representation of any kind or nature about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example and do not represent past, current or future performance of the Property. The value of this transaction to you depends on many considerations, including tax and other factors, which should be evaluated by you and your tax, financial and legal advisors. You and your advisors should conduct a careful and independent investigation of the Property and the proposed transaction to determine to your satisfaction the suitability of the Property and the quality of its tenancy for your records.

Recipient hereby agrees that all Confidential Information and related materials furnished to Recipient will not be used by Recipient for any purpose other than for evaluating a possible transaction involving the Property with the Owner. Recipient acknowledges and agrees that: (a) Owner shall pay a brokerage commission only to the Listing Broker pursuant to a separate agreement, (b) if a broker, other than Listing Broker, represents a successful buyer of the Property, such buyer will be responsible for the fee to its broker, and (c) Listing Broker represents the Owner only and no sub agency does or shall exist with any other broker. The Listing Broker, in its capacity as exclusive agent for Owner, has no power or authority in any way to bind the Owner with respect to a transaction involving the Property and the Owner shall in no way be bound or be deemed to have agreed to any transaction or the terms and conditions thereof until such time as the Owner has executed and delivered a definitive written agreement with the Owner under terms and conditions that are acceptable to the Owner, in its sole and absolute discretion.

This Agreement shall terminate upon the earlier of: (i) twelve (12) months from the date of execution (including electronic signing) or (ii) upon execution of a definitive written agreement.

By signing this confidentiality agreement, you are agreeing to receive Berkadia email and marketing communications. You have the right to update your communication preferences at any time by following the link provided in our marketing email communications or those set forth in the Privacy Grievance Procedures contained in our Privacy Policy posted on-line at [www.berkadia.com/general\\_page/privacy-policy](http://www.berkadia.com/general_page/privacy-policy).

Your understanding and approval of these terms is evidenced by your electronic signing of this document.

Sincerely,

**Berkadia**