

# NEWMARK

## CONFIDENTIALITY AGREEMENT

**PROPERTY:** 89 Davis Road, Orinda, CA

Newmark (“NMRK”) has been retained on an exclusive basis by (the “Owner”) with respect to the offering for sale of 89 Davis Road, Orinda, California (the “Property”). The Owner has requested that all inquiries and communications with respect to the contemplated sale of such Property be directed to NMRK. All fees due NMRK in connection with the sale of the Property shall be paid by the Owner.

NMRK has available for review certain information concerning the Property which includes brochures and other materials (collectively “**Informational Materials**”). NMRK will not disclose such Informational Materials to Potential Purchaser unless and until the Potential Purchaser has executed this Agreement. Upon NMRK’s receipt of this executed Agreement, NMRK is prepared to provide the Informational Materials for the Potential Purchaser’s consideration in connection with the possible purchase of the Property subject to the following conditions:

1. All Information Materials pertaining to the Property which may be furnished to the Potential Purchaser shall continue to be the property of the Owner and NMRK. The Informational Materials will be used solely for the purpose of the Potential Purchaser and may not be copied or duplicated without NMRK written consent and must be returned to NMRK immediately upon NMRK’s request or when negotiations terminate with respect to the Property.
2. The Informational Materials may be disclosed to the Potential Purchaser’s partners, employees, legal counsel and institutional lenders (“**Related Parties**”), for the purpose of evaluating the potential purchase of the Property. Potential Purchaser will (i) inform all Related Parties of the confidential nature of the Informational Materials and the other provisions of this Agreement, (ii) direct all Related Parties to keep all such information in the strictest confidence and to use such information only for the purpose of assisting or advising Potential Purchaser in evaluating the Property, and (iii) be responsible for the failure by any Related Party to maintain the confidence of the Informational Materials or for the breach of this Agreement by any Related Party. Potential Purchaser will take all necessary and appropriate action to safeguard the Informational Materials from disclosure by it or any Related Party to anyone, except as expressly permitted hereby.
3. The Potential Purchaser understands and acknowledges that NMRK and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that much of the information used in the preparation of the Informational Materials was furnished to NMRK by others and has not been independently verified by NMRK and is not guaranteed as to completeness or accuracy.
4. The Potential Purchaser hereby indemnifies and holds harmless NMRK and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney’s fees, arising out of any breach of any of the terms of this Agreement. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.
5. The Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Prospective Purchaser, or for any other reason whatsoever, without notice. The Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin. This Agreement terminates one (1) year from the date hereof except as to written claims by Owner against Potential Purchaser prior hereto.

If in agreement with the foregoing, please return one original signed copy of this agreement to NMRK (Attention: Forrest Gherlone- Newmark, 1333 N. California Blvd., Suite 343, Walnut Creek, California 94596; Phone (925) 974-0100; Fax (925) 974-0123); email: [forrest.gherlone@nmrk.com](mailto:forrest.gherlone@nmrk.com) cc: [max.gunari@nmrk.com](mailto:max.gunari@nmrk.com)

**SIGNATURE PAGE FOLLOWS**

# NEWMARK

**Purchaser:**

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_ (Signature) Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Phone #: \_\_\_\_\_

Company: \_\_\_\_\_ email: \_\_\_\_\_

EMAIL: [forrest.gherlone@nmrk.com](mailto:forrest.gherlone@nmrk.com) cc: [max.gunari@nmrk.com](mailto:max.gunari@nmrk.com)

FAX TO 925-974-0123: ATTENTION: Forrest Gherlone