

CONFIDENTIALITY AGREEMENT

The Spanish Castle Apartments
1183 Saranap Avenue
Walnut Creek, CA 94595

As a condition to furnishing Property Information to the undersigned, the undersigned agrees to treat as strictly confidential the Information and any related communication that Broker furnishes. Subject to the following paragraph, undersigned agree not to use the Information or any of the Disclosure Materials in any way for any purpose other than in connection with your evaluation of a Purchase and further agree not to use the Information or the Disclosure Materials for competitive purposes or to obtain commercial advantage with respect to Broker or its operations or any other purpose (including, but not limited to, the commencement of litigation or a contested matter against Broker at any time).

If for any reason any Transaction is terminated, the undersigned will promptly deliver (and will cause your Representatives to deliver) to Broker any and all Disclosure Materials. While Broker has endeavored to include in the Disclosure Materials information known to it which Broker reasonably believes is relevant for the purpose of due diligence, the undersigned acknowledges that Broker makes no representation or warranty as to the accuracy or completeness of the Disclosure Materials or any other information which Broker may furnish. Broker will have no liability resulting from use of the Disclosure Materials.

This agreement will be effective for a period of twenty-four months (24) months after the date hereof. This agreement may be modified or waived only in writing signed by all the parties hereto and will be governed by the laws of the State of California, without regard to principles of conflict of laws. Any assignment of rights or your obligations under this agreement without the express prior written consent of Broker will be void. Any provision hereof determined to be invalid by a court of competent jurisdiction shall in no way affect any other provision hereof. In such event, each and every such other provision shall remain in full force and effect.

This agreement reflects, supersedes and merges all the prior agreements and negotiations of the parties hereto with respect to its subject matter, and contains the entire agreement. This agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

AGREED TO AND ACCEPTED:

By:

Date

By:

Date

Prospective Purchaser's Broker Representative is:

By:

Date