

CONFIDENTIALITY, REPRESENTATION AND NON-CIRCUMVENTION AGREEMENT

SOUTHWOOD TOWNHOMES

54 Quay Court, Sacramento, CA ("Property")

Gallelli Real Estate is the exclusive agent for the Owner of the Property and represents the Owner and not the Prospective Purchaser in this transaction. In consideration of being provided Confidential Information (as hereafter defined), Prospective Purchaser and if applicable Prospective Purchaser's broker agrees as follows:

This information is not intended to provide a necessarily accurate summary of the Property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information which prospective purchaser may need or desire. All financial projections are based upon assumptions relating to the general economy, competition and other factors beyond the control of the Owner and Gallelli Real Estate and therefore may be subject to variation. This property information does not constitute an indication that there has been no change in the business or affairs of the Property since the date of its preparation. Additional information and an opportunity to inspect the Property will be made available to interest and qualified prospective purchasers.

Neither Gallelli Real Estate or Owner nor any of their respective officers, agents or principals has made or will make any representations or warranties, expressed or implied, as to the accuracy or completeness of this information, and no legal commitment or obligation shall arise by reason of the information. Analysis and verification of the information contained in the shared information is solely the responsibility of the Prospective Purchaser.

The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers to purchase the property and/or terminate discussion with any entity at any time with or without notice. The Owner shall have no legal commitment or obligation to any entity reviewing the property information or making an offer to purchase the Property unless and until such offer for the Property is accepted by the Owner, a formal purchase and sale agreement is signed and any conditions to the Owner obligations thereunder have been satisfied or waived.

The Confidential Information, except such information which is a matter of public record, or is provided by sources available to the public, is of a confidential nature and is not to be made available to persons not receiving copies directly from the Owner or Gallelli Real Estate. By accepting the information, you agree that you will hold and treat it with the strictest confidence, that you will not photocopy or duplicate, that you will not disclose the information to any other entity (except for outside advisors retained by you, if necessary, in your opinion, for your determination of whether or not to make a proposal) without prior written authorization of the Owner, and that you will not use the Confidential Information in any manner detrimental to the interest of the Owner. This information is subject to modification and/or withdrawal from the market by Owner at any time with prior written notice.

The term of this Agreement shall be one (1) year from the date hereof, or until the expiration of Gallelli Real Estate's exclusive listing agreement, whichever is longer, provided, that if Owner delivers a written notice to Prospective Purchaser of any claim or cause of action arising hereunder during such one (1) year period, then such claim or cause of action shall survive said period.

The Prospective Purchaser's contact information must be completed and signed below. **If the Agreement is returned without the Prospective Buyer's Broker contact information completed and signed, Prospective Buyer is deemed to be acting as a principal in this transaction.** Neither Gallelli Real Estate nor the Owner shall have any obligation to pay any commission, finder's fee or other compensation to any broker or other person representing the Prospective Buyer that is not identified below. Prospective Purchaser and broker, agree to indemnify and hold harmless Gallelli Real Estate, Owner, their respective affiliates, successors, and assigns, employees, officers and directors against and from any and all loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by prospective purchaser's broker, finder or similar agent for commissions, fees, or other compensation except as agreed, for bringing about any investment in the property by Prospective Purchaser.

The undersigned agrees to refrain from any contact, either direct or indirect, with the Owners of the Property except through their exclusive agent Gallelli Real Estate.

ACCEPTED BY PROSPECTIVE PURCHASER:

Sign Name

Print Name:

Company:

Date:

E-Mail Address:

Phone:

Fax #:

Address:

City/State/Zip:

Fax: (916) 784-2098
Phone: (916) 784-2700
Email: Lborg@gallellire.com
Pat@gallellire.com

ACCEPTED BY PROSPECTIVE PURCHASER'S BROKER:

Sign Name

Print Name:

Company:

Date:

E-Mail Address:

Phone:

Fax #:

Address:

City/State/Zip:

EXCLUSIVELY LISTED BY
Gary Gallelli, Jr.
Gallelli Real Estate
Source: Big Boys