

Confidentiality Agreement for Broker/Agents and Principals:

Property: 4200 Macdonald Ave, Richmond, CA- DaVita anchored three tenant retail property

This Confidentiality Agreement is entered into as of (today's date) _____. It sets forth the terms and conditions pursuant to which NAI Northern California ("Broker"), in agreement with the seller ("Seller") of the above referenced property, has agreed to provide you ("Prospective Buyer and their representatives") with the Rent Roll at the property, covering information about the tenant roster and lease specifics which Seller of Record ("Seller") is prepared to make available for review on a confidential basis. **Buyer's Broker and Agent, and Prospective Buyer (s) shall be jointly referred to as You ("You") throughout this agreement.**

Broker agrees to furnish the Rent Roll to **You** in connection with the potential purchase of the Property based on agreement to each of the terms and conditions set forth below.

I. Confidentiality:

You understand that the contents of the Rent Roll provided contain confidential and highly sensitive information. **You** agree that the Information furnished to you pursuant to this agreement will not be used for any purpose, other than to evaluate a possible purchase of the Property.

You will not make any of information in the Rent roll available, or disclose or distribute, either orally or in writing, any of its contents, to any person other than with the respective counsel, analyst(s), equity partner(s), or potential lender(s) (hereinafter "Excluded Persons").

You will not disclose to any person, other than Excluded Persons, the confidential contents being shared in relation to this property.

You agree that you will not contact the Seller or any of their representatives directly, or any tenant(s) or property management or staff of the Property, governmental and regulatory bodies or any other entity mentioned or not mentioned herein in connection with the contents of the Rent Roll. Any and all questions related to this listing must be directed solely to Seller's Agent, Mary Alam.

If Prospective Buyer does not wish to purchase the Property, upon request, **You** agree to promptly return to seller's agent all confidential materials and any other written material (and agree to delete any analyses contained in a database or spreadsheet type format) containing information in the Rent Roll provided and will not retain copies of such written material.

You acknowledge that when you make available the Rent Roll and its contents to each other and to any Excluded Person, you will inform such individuals of the confidential nature of this delivery and the existence and terms of this Agreement.

II. Term of Agreement: This agreement is effective immediately and will remain in effect indefinitely unless revoked by the seller of the property.

III. General Provisions.

- a. **You** acknowledge that neither the Seller nor any of its representatives nor NAI Northern California (Mary Alam), its agents or employees, or any affiliate of either of such company or persons, or any partner, director, officer, employee, agent of or consultant to any such persons (collectively, "Agent") has made any representation or warranty as to the completeness or accuracy of the Information provided, and any representation or warranty in connection therewith is hereby expressly excluded. The materials provided to you are for informational purposes only and Prospective Buyer is solely responsible to review said materials and to independently determine the feasibility of the property for their intended purpose. **You** agree that neither the Seller nor Seller's Broker/Agent shall have any liability to you resulting from the delivery to, or use by, **You** of the Rent Roll and all materials related to the property or otherwise with respect thereto, and **You** agree to defend, indemnify and hold Seller, Broker/Agent and affiliated persons harmless from and against all loss, damage or expense sustained or incurred by Buyer and Seller by reason of any unauthorized distribution or disclosure of the Rent Roll and related information by **You** or by any Excluded Person.
- b. This Agreement reflects the parties' entire agreement and understanding with respect to the matters addressed herein. In entering into this Agreement, **You** are not relying on any representations not set forth herein. This Agreement may not be modified or amended except in a writing signed by each party.

ACCEPTED AND AGREED:

Prospective Buyer Entity Name:

Authorized Signature:

Date:

Buyer's Broker and Agent

Authorized Signature:

Date: