

You have indicated that you may have an interest in acquiring the property named above ("Property"). The Owner ("Owner") of this Property has retained Arroyo & Company, Inc. ("Broker") as its exclusive agent regarding a possible sale of the Property. Broker is prepared to provide you with information concerning the Property, upon your acceptance of this agreement.

All information concerning the Property provided to you by Broker, whether from Broker, Owner, Owner's property management company or other sources ("Materials"), is included in this agreement. "Materials" does not include information which is generally available to the public.

You agree that all Materials will be treated in strict confidence. You will use the Materials solely in order to make an evaluation of the feasibility of your possibly acquiring the Property. If reasonably necessary for such evaluation, you may disclose the Materials to your affiliates, agents and professional advisors, provided that you have first provided each of them with a copy of this agreement and that you have obtained their agreement to abide by it.

The fact that the Owners may sell the Property is not yet public information, and you agree not to disclose that fact until such time (if ever) that you receive permission to do so from Broker.

In connection with your review of the material, you agree not to contact any governmental agency or the tenants, resident managers or property managers. Any questions related to the evaluation of the Materials must be directed solely to Broker.

Neither Broker, Owner, nor any other party providing any portion of the Materials make any representation or warranty, express or implied, as to its completeness or accuracy. You agree to rely solely upon your own investigation when evaluating your possible purchase of the Property.

If you are required by any governmental authority to disclose any Materials, you will provide Broker with prompt notice of such requirement so that Seller may seek an appropriate protective order or waive compliance with the relevant provisions of this agreement.

Upon the written request of Broker, you will return to Broker all Materials previously provided to you, without making any copies.

It is agreed that Owner is a third-party beneficiary of this agreement and that the Owner may enforce this agreement

without the consent of any party. This agreement is made in California and shall be governed solely by its laws.

Any litigation regarding this agreement shall take place in California.

Nothing in this agreement shall grant any rights in the Property or its acquisition to you. Among other things, Owner and Broker reserve the right to negotiate with and possibly sell to other prospective buyers without notice to you. Likewise, nothing in this agreement shall obligate you to enter into a letter of intent or agreement to purchase the property.

This agreement may be executed by facsimile transmission.

If you agree with all of the provisions of this letter, please sign below and fax it to (415) 392-6422.

Sincerely,

Vincent Aicale
Vice President
vaicale@a-c.com

David Kram
Senior Associate
dkram@a-c.com

Agreed:

Date: _____

Signature

Print Name

Title

Company

Address

City State Zip

Phone Fax

E-Mail