

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

**Sierra Oaks Apartments
2701 La Crescenta Drive
Cameron Park, California (“Property”)**

In consideration of being provided Confidential Information (as hereafter defined), Prospective Purchaser 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 Listing Agent 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 interested and qualified prospective purchasers.

Neither the Listing Agent 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 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 Listing Agent. 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 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; 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 one (1) year period.

The undersigned prospective buyer agrees to be bound by the conditions of this Registration for a period of one (1) year or until the expiration of Colliers International's exclusive listing agreement, whichever is longer, from the date of the undersigned prospective buyer's acceptance below or until released in writing by Colliers International under the terms of the non-disclosure agreement.

The undersigned agrees that Colliers International is submitting the above-described property to multiple buyers, including the undersigned. Buyer understands and agrees that Colliers International represents the Seller but not the Buyer. Neither Colliers International nor the Seller shall have any obligation to pay any commission, finder's fee or other compensation to any broker or other person representing the Buyer. Buyer shall defend and hold harmless the Seller and Colliers International and their affiliates from and against any and all claims, demands, damages, liabilities, costs or expenses, including reasonable attorney's fees, relating to any and all claims for commissions, finder's fees or any other compensation by any broker or representative of Buyer.

The undersigned agrees to refrain from any contact, either direct or indirect, with the owners of Sierra Oaks Apartments except through their exclusive agent Colliers International.

Accepted by Buyer:

_____	_____
(Company)	(Phone #)
_____	_____
(Sign Name)	(Fax #)
_____	_____
(Print Name)	(Address)
_____	_____
(Date)	(City /State/Zip)

(E-Mail Address)	

Please fax back to (916) 784-2098

**EXCLUSIVELY LISTED BY
GARY GALLELLI, JR.
COLLIERS INTERNATIONAL**