

**CONFIDENTIALITY AGREEMENT
REGARDING PROPOSED OFFER**

Address: _____

It is understood that the undersigned Prospective Buyer is about to submit an offer to purchase the property identified above. Prior to submission of said offer, each of the undersigned agree as follows:

Confidentiality. The terms or conditions of the proposed offer will not be disclosed to third parties in any manner, except to a party's directors, officers, employees and agents on a need to know basis. The matters disclosed are and will remain the property of the disclosing party and no license or other rights in or to such information is granted to the receiving party.

Termination. This Agreement will commence as of the last date in the signature block. The receiving party will hold the existence, terms, and conditions of the proposed offer in confidence until such time as there is an unconditional acceptance of the proposed offer, or for a period of one (1) year from the effective date of this Agreement, whichever occurs first.

Attorneys' Fees. In any action, arbitration or proceeding arising out of this Agreement, the prevailing party will be entitled to recover reasonable attorney fees, expert witness fees, and costs to be determined by the court or arbitrator(s).

Successors and Assigns. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date indicated in the signature blocks.

OWNER: _____ Date _____

OWNER'S AGENT: _____ Date _____

PROSPECTIVE BUYER: _____ Date _____

PROSPECTIVE BUYER'S AGENT: _____ Date _____

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