

CONFIDENTIALITY AGREEMENT

COVE AT RIDGEWOOD, 207 RIDGEWOOD AVE, MACON, GA 31204
CASWELL AT KATHERINE, 855 MULBERRY STREET, MACON, GA 31201
CASWELL AT THE TERRACE, 876 MULBERRY ST, MACON, GA 31201
ASHLEY TOWERS, 365 NEW STREET, MACON, GA 31201

Cushman & Wakefield U.S., Inc. ("C&W") has been retained on an exclusive basis by Owner (the "Owner") with respect to the offering of **Cove at Ridgewood, Caswell at Katherine, Caswell at the Terrace, and Ashley Towers**, (collectively the "Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to C&W.

C&W has available for review certain information concerning the Property which includes brochures, certain non-public, confidential and proprietary information belonging to C&W's client (collectively "Informational Materials") in connection with the potential purchase and other materials (the "Purpose"). C&W will not disclose such Informational Materials to Potential Purchaser unless and until the Purchaser has executed this agreement. Upon C&W's receipt of this executed agreement, C&W is prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. The Information will be kept confidential by Potential Purchaser, and will not, without the prior written consent of C&W, be disclosed by Potential Purchaser in any manner whatsoever, in whole or in part, and will not be used by Potential Purchaser, directly or indirectly, for any purpose other than for the Purpose; provided, however, that (i) Recipient may transmit the Information to its Representatives who need to know the Information strictly in connection with the Purpose, and who are informed by Recipient of the confidential nature of the Information, and (ii) Recipient may disclose Information, in accordance with paragraph 4 below, to the extent that any such Information is legally required to be disclosed.
2. This Agreement shall not apply to any Information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Potential Purchaser or its Representatives; (b) became or becomes available to Potential Purchaser or its Representatives on a non-confidential basis from a source other than C&W; or (c) is independently ascertained by Recipient or its Representatives.
3. All Informational Materials pertaining to the Property which may be furnished to the Potential Purchaser by C&W shall continue to be the property of the Owner and C&W. The Informational Materials will be used solely for the purpose of the Potential Purchaser and may not be copied or duplicated without C&W's written consent and must be returned to C&W immediately upon C&W's request or when the Potential Purchaser terminates negotiations with respect to the Property.
4. The Informational Materials may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property.
5. The Potential Purchaser understands and acknowledges that C&W and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to C&W by others and has not been independently verified by C&W and is not guaranteed as to completeness or accuracy.
6. The Potential Purchaser hereby indemnifies and holds harmless C&W and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this Agreement.
7. The Potential Purchaser acknowledges that the property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. The Potential Purchaser acknowledges that the property is being offered without regard to race, creed, sex, religion, or national origin. This agreement terminates one (1) year from the date hereof except as to written claims by Owner against Potential Purchaser prior thereto.
8. If Potential Purchaser becomes legally compelled (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, Potential Purchaser will provide C&W with prompt written notice so that C&W and/or C&W's client may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or remedy is not obtained, or

C&W waives compliance with the provisions of this Agreement, Potential Purchaser shall cooperate with C&W in any attempt by C&W to obtain assurance that confidential treatment will be accorded the Information so furnished.

9. This Agreement shall be governed by the laws of the state where the Property is located.
10. If Potential Purchaser breaches or threatens to breach any provisions of this Agreement, C&W will have the right and remedy, in addition to any other rights and remedies it may have under law or in equity, to have its rights under this Agreement specifically enforced by any court having equity jurisdiction, all without the need to post a bond or any other security or to prove any amount of actual damage or that money damages would not provide an adequate remedy, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to C&W and C&W's client and that monetary damages will not provide an adequate remedy. Each party hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the state where the property is located in the United States for any actions, suits or proceedings arising out of or relating to this Agreement.
11. It is understood and agreed that no failure or delay by C&W in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power, or privilege hereunder.
12. Any notice required or permitted to be given under this Agreement shall be in writing, by hand delivery, commercial overnight courier or certified or registered U.S. Mail, postage prepaid and return receipt requested, to the address stated below for C&W or to the address stated below for Potential Purchaser, and shall be deemed duly given upon receipt, or if by certified or registered mail three (3) business days following deposit in the U.S. Mail. The parties hereto may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.
13. Individuals signing below warrants that he or she has been duly authorized to execute this Agreement on behalf of Potential Purchaser or C&W, as the case may be.

TO ACCEPT THIS AGREEMENT:

1. Scan and email the executed copy to jaimelocumb@cushwake.com
2. Log in to www.multifamily.cushwake.com/ to accept the CA electronically. Under Property Listings – Atlanta or Augusta, find the property organized alphabetically, scroll down the page until you see the red box and electronically sign for immediate access.

Please reach out to the lead broker if there are any questions regarding your log in information or if you have trouble accessing the confidential documents.

POTENTIAL PURCHASER – PLEASE INDICATE YOUR CAPACITY FOR THIS TRANSACTION IN THE BOXES BELOW.

☐ I am a Broker/Agent Representing a Client

☐ I am a Principal Investor

Accepted & Agreed to:

Company: _____

Phone Number: _____

Signature: _____

E-Mail: _____

By: _____

Address: _____

Title: _____

Date: _____