

ACCESS AND CONFIDENTIALITY AGREEMENT

This ACCESS AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2024 (the “**Effective Date**”) by and between **RESOURCES FOR RESIDENTS AND COMMUNITIES OF GEORGIA, INC.**, a Georgia nonprofit corporation (“**Owner**”), and _____ (“**Prospective Buyer**”), and _____ (“**Prospective Buyer’s Agent**”).

B A C K G R O U N D:

A. Owner is the owner of certain real property and improvements commonly known as the Reynoldstown Commons and located at 1124 Wylie St SE, Atlanta, GA 30316 (the “**Property**”).

B. Prospective Buyer and Prospective Buyer’s Agent desires to examine certain documents and agreements related to the Property, and enter upon the Property accompanied by owner and/or owner’s authorized representatives in order to commence its due diligence examination thereof prior to the execution of a purchase agreement for the purchase and sale of the Property and certain related assets (the “**Purchase Agreement**”), and Owner is willing to permit Prospective Buyer and Prospective Buyer’s Agent to do so but only upon and subject to the terms and provisions of this Agreement.

A G R E E M E N T:

NOW THEREFORE, and in consideration of the respective undertakings of the parties hereto, the receipt and sufficiency of which is hereby acknowledged by the parties, Owner and Prospective Buyer hereby agree as follows:

1. Property Information and Property Access. Owner shall permit those representatives and agents of Prospective Buyer and Prospective Buyer’s Agent designated in writing to Owner’s representative, Mitch Brown (“**Owner’s Representative**”) during the period commencing on the Effective Date and terminating upon the earlier to occur of (a) the execution and delivery of the Purchase Agreement by Owner and Prospective Buyer (or an affiliate of Prospective Buyer), and (b) delivery of written notice of termination of this Agreement by either party (which may be given at any time) to perform Due Diligence Activities (defined below), upon and subject to the terms and conditions hereinafter set forth in this Agreement.

1.1. Within five (5) business days of the Effective Date, Owner shall provide Prospective Buyer, for information purposes only, those documents and agreements in Owner’s actual possession and control related to the Property (collectively, the “**Property Information**”).

1.2. Owner shall provide Prospective Buyer access to and entry upon the Property to examine and inspect the Property (together with Prospective Buyer’s review of the Property Information, the “**Due Diligence Activities**”) upon a written request from Prospective Buyer at least one (1) business day prior to the requested access to the Property.

2. Due Diligence Activities.

2.1 Prospective Buyer and Prospective Buyer's Agent shall at all times conduct its Due Diligence Activities in a manner (a) so as to not cause liability, damage, loss, cost, expense, liens or encumbrances to Owner, the current property manager ("**Property Manager**"), or the Property, (b) so as to not interfere with or disturb any tenant, guest, or invitee at the Property, and (c) so as not to interfere with Owner's or Property Manager's operation of its business or in any way unduly burden the office employees of either.

2.2 Prospective Buyer and Prospective Buyer's Agent shall indemnify, defend, and hold Owner, Property Manager, and the Property harmless from and against any liability, damage, lien (including mechanic's liens), loss, cost or expense, including reasonable attorneys' fees and costs arising out of the Due Diligence Activities (excluding, however, liability, damage, lien, cost or expense to the extent arising out of (a) the mere discovery of pre-existing conditions on the Property except to the extent that Prospective Buyer exacerbates the same, or (b) Owner's gross negligence or willful misconduct).

2.3 Without limitation on the foregoing, in no event shall Prospective Buyer: (a) make any intrusive physical testing (environmental, structural or otherwise) at the Property (such as soil borings, water samplings or the like) (b) contact any tenant, guest, or invitee of the Property or any employee at the Property without Owner's express written consent (which may be by e-mail from Owner's Representative and may be withheld in Owner's sole discretion); or (c) contact any governmental authority having jurisdiction over the Property without Owner's express written consent (which may be by e-mail from Owner's Representative and may be withheld in Owner's sole discretion).

2.4 Owner shall have the right, at its option, to cause a representative of Owner to be present at all Due Diligence Activities. Prospective Buyer and Prospective Buyer's Agent shall schedule any entry (by it or its designees) onto the Property with Owner's Representative at least three (3) business days in advance as required by Section 1.2 above.

3. Lien Waivers. Upon receipt of a written request from Owner, Prospective Buyer shall provide Owner with unconditional lien waivers following completion of any Due Diligence Activity from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Owner and its counsel.

4. Insurance. Prior to any entry onto the Property by Prospective Buyer or Prospective Buyer's designees, Prospective Buyer shall: (a) procure and maintain a policy of commercial general liability insurance issued by an insurer (licensed to do business in the State in which the Property is located) reasonably satisfactory to Owner covering each of the Due Diligence Activities with a single limit of liability of not less than \$2,000,000 per occurrence, \$2,000,000 aggregate; (b) cause each of Prospective Buyer's designees to maintain a policy of commercial general liability insurance issued by an insurer (licensed to do business in the State in which the Property is located) reasonably satisfactory to Owner covering all of the Due Diligence Activities in which each of such Prospective Buyer's designees shall engage with a single limit of liability of not less than \$2,000,000 per occurrence, \$2,000,000 aggregate; (c) procure and maintain such worker's compensation insurance with respect to the Due Diligence Activities as is required by applicable law; (d) cause each of Prospective Buyer's designees to maintain such worker's compensation insurance with respect to the Due Diligence Activities as is required by applicable law; (e) procure and maintain a policy of automobile liability insurance issued by an insurer (licensed to do business in the State in

which the Property is located) reasonably satisfactory to Owner covering each of the Due Diligence Activities with a single limit of liability of not less than \$1,000,000 per occurrence; and (f) cause each of Prospective Buyer's designees to maintain a policy of automobile liability insurance issued by an insurer (licensed to do business in the State in which the Property is located) reasonably satisfactory to Owner covering each of the Due Diligence Activities with a single limit of liability of not less than \$1,000,000 per occurrence. At Owner's written request, Prospective Buyer shall deliver to Owner certificates of insurance evidencing that foregoing insurance coverages are in full force and effect and, except for the insurance coverages set forth in the immediately preceding clauses (c) and (d), evidencing that Owner and Owner's affiliates, as designated by Owner, have been named as an additional insured thereunder with respect to any of the Due Diligence Activities. The policies of liability insurance required by this provision shall be written on an "occurrence" basis and all of the policies of insurance required by this provision shall be maintained in force for at least three (3) years after the Effective Date.

5. Reports; Confidentiality. At Owner's written request, Prospective Buyer shall promptly deliver to Owner true, accurate and complete copies of any written reports relating to the Property prepared for or on behalf of Prospective Buyer by any third party. In the event that this Agreement is terminated by Owner or Prospective Buyer as provided in Section 1 above, Prospective Buyer shall return all Property Information furnished by Owner. Prospective Buyer shall keep all Property Information, documents, reports or data received or discovered in connection with any of the Due Diligence Activities strictly confidential, except for disclosures to (a) representatives, investors, lenders, counsel and agents, provided such disclosures are on an as-needed basis for Prospective Buyer's potential acquisition of the Property, and such persons are instructed to keep the information strictly confidential; (b) any governmental agency as may be required to comply with applicable law or court order, and (c) the extent such information is a matter of public record.

6. Disclaimer. By entering into this Agreement, neither Owner nor any of its representatives is making or shall be deemed to have made any express or implied representation or warranty, of any kind or nature, as to (a) the leasing, physical or financial status of the Property, (b) the Property's compliance with applicable laws, (c) the accuracy or completeness of the Property Information, or (d) any other matter relating to the Property or Owner. Nothing contained in this Agreement will be construed to give Prospective Buyer or any affiliate any right (and Prospective Buyer acknowledges that neither Prospective Buyer nor any affiliate has any right) to purchase the Property and no such right shall be deemed to exist unless and until the Purchase Agreement is fully executed and delivered by Owner and Prospective Buyer or an affiliate (and then only to the extent set forth therein).

7. Notices. Any notice which a party is required or may desire to give the other shall be in writing and shall be addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

To Prospective Buyer:

Attn: _____

Email: _____

To Prospective Buyer's Agent (if any):

Attn: _____

Email: _____

To Owner:

Resources for Residents and Communities of Georgia, Inc.
100 Flat Shoals Avenue SE
Atlanta, GA 30316
Attention: G. Mitchell Brown
Email: Mitch.Brown@rrc-atl.org

With a copy to:

Adams and Reese LLP
3424 Peachtree Road NE, Suite 1600
Atlanta, Georgia 30326
Attention: David Stewart
Email: david.stewart@arlaw.com

Any notice given by United States registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery, shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any notice sent by e-mail shall be deemed delivered at the time dispatched from the sender, provided the receipt is acknowledged by the receiver by E-mail or other written means, or the notice is also sent per the preceding sentence within one business day of the e-Mail. E-mail notices are to be sent to all of the listed addresses in this Section 7 and if not shall be ineffective.

8. Assignment. This Agreement may not be assigned by Prospective Buyer, in whole or in part, under any circumstances, and any attempted assignment shall be null and void *ab initio*.

9. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Georgia.

10. Remedies; Legal Costs.

10.1 It is understood and agreed that money damages may not be a sufficient remedy for any breach of this Agreement and that the parties shall be entitled to seek equitable relief, including injunctions and specific performance, as a remedy for any such breach. The parties agree not to oppose

the granting of any such relief on the basis that there is an adequate remedy at law and further agree to waive any requirement for the security or posting of any bond in connection with such remedy.

10.2 If either Prospective Buyer or Owner bring any suit or other proceeding, including an arbitration proceeding, with respect to the subject matter or the enforcement of this Agreement, the prevailing party (as determined by the court, agency, arbitrator or other authority before which such suit or proceeding is commenced), in addition to such other relief as may be awarded, shall be entitled to recover reasonable attorneys' fees, expenses and costs of investigation actually incurred.

11. No Recordation. In no event shall this Agreement or any document or other memorandum related to the subject matter of this Agreement be recorded without the consent of Owner.

12. Effectiveness. In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart hereof has been executed and delivered by each party hereto.

13. Counterparts; Facsimile. This Agreement may be executed by counterpart and delivered by PDF or other electronic transmission.

14. Survival. The provisions of Sections 2 through 14, inclusive, of this Agreement shall survive any termination of this Agreement.

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IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

OWNER:

Resources for Residents and Communities of Georgia, Inc., a Georgia nonprofit corporation

By: _____
Name: G. Mitchell Brown
Title: Executive Director

PROSPECTIVE BUYER:

_____,
a _____

By: _____
Name: _____
Title: _____

PROSPECTIVE BUYER'S AGENT:

_____,
a _____

By: _____
Name: _____
Title: _____