



CONFIDENTIALITY AGREEMENT

CBRE, Inc. ("Agent") has been authorized by FPA Multifamily, LLC (" Seller") to represent the offering of its interest in the following property: **The Social Amherst** ("Property"). Recipient hereby acknowledges and agrees that certain confidential information which has been or may be disclosed in the future is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Property listed above.

Neither Seller nor CBRE, Inc. nor any of their officers, employees or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of this confidential information and no legal liability is assumed or shall be implied with respect thereto. Information provided has been or will be gathered from sources that are deemed to be reliable but neither Seller nor CBRE, Inc. warrants or represents that the information is true or correct. Recipient is advised to verify information independently. Seller or CBRE, Inc. reserves the right to change the price, or any information provided or to withdraw the Property from the market at any time without notice.

Recipient agrees that the information provided is confidential, that you will hold and treat it in the strictest of confidence, that you will not directly or indirectly disclose or permit anyone else to disclose this information, **including, without limitation, any environmental reports and related documents and correspondence**, to any other firm or entity without prior written authorization of Seller and that you will not use or permit this information **to be used**, in any fashion or manner detrimental to the interest of Seller or CBRE, Inc. Photocopying or other duplication is strictly prohibited.

Recipient shall not become engaged in or concerned or interested directly or indirectly in or otherwise acquire any interest in the Property with any party other than CBRE, Inc. References acting "directly or indirectly" include (without prejudice to the generality of that expression) references to acting alone or in partnership or joint venture or otherwise jointly with or by means of any other person or entity. Without limiting the generality of the foregoing, Recipient and related parties shall not directly or indirectly contact the owner of such property without CBRE Inc.'s express permission.

While Seller and/or CBRE, Inc. may discuss the purchase and sale of the Property with Recipient, Seller, in its sole and absolute discretion, may itself or through CBRE, Inc., terminate discussions at any time and for any reason. Recipient acknowledges Seller has no obligation to discuss or agree to the sale of the Property. The discussions may be lengthy and complex, notwithstanding that we may reach one or more oral understandings or agreements on one or more issues we are discussing, neither of us shall be bound by any oral agreement of any kind and no rights, claims, obligations or liabilities of any kind, either express or implied, shall arise or exist in favor of or be binding upon either Seller or CBRE, Inc. except to the extent expressly set out in a definitive written agreement signed by Seller and binding by its terms upon the Seller.

Recipient is advised that CBRE, Inc. is acting on behalf of Seller as Exclusive Agent in connection with the investment in this Property. Should the Recipient elect to have representation by a Co-broker, Recipient hereby agrees that any fees earned by or owed to Co-broker in connection with this transaction will be paid by the undersigned Recipient unless Owner otherwise agrees to pay a Co-broker commission that is explicitly set forth in the Offer to Purchase with Recipient executed and delivered by Owner and the Purchase and Sale Agreement with Recipient executed and delivered by the Seller and the conveyance of the Property pursuant to the terms of such Purchase and Sale Agreement closes unconditionally.



Recipient and Co-broker agree to indemnify and hold harmless CBRE, Inc., Seller, their respective affiliates, agents, successors and assigns, employees, officers and directors against and from any loss, liability or expense, including reasonable attorney’s fees, arising out of any claim or claims by Co-broker, finder or similar agent for commissions, fees or other compensation (except for those commission arrangements explicitly accepted by Owner on the terms and conditions in the immediately preceding sentence) for bringing about any investment in this Property by Recipient.

If you do not wish to pursue negotiations leading to this acquisition, or if in the future you discontinue such negotiations, you agree to return all confidential information to Seller or CBRE, Inc. The term of this agreement shall last for one year from the date of execution.

Please execute this agreement below and return via email at your earliest to simon.butler@cbre.com, biria.st.john@cbre.com and/or john.mclaughlin@cbre.com.

THIS CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS REPRESENTATION OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF THE PREPARATION OF THIS MEMORANDUM.

AGREED AND ACCEPTED, this _____ day of _____ 2024

Signature

Title

Name

Address

Company (Print Clearly)

Email Address (Required)

Telephone