

## CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (“Agreement”) is made and agreed to by Marcus & Millichap Real Estate Investment Services (“Broker”) representing the owner of the Property and \_\_\_\_\_ (“Purchaser”), regarding Silverstone MHC, Windsong MHC, Winterbrook MHC and Glendale MHC (“Property”). Purchaser has requested information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the property has instructed Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder (“Information”) to any other person or entity. All information shall be used for the sole purpose of evaluating the potential acquisition of Property, and it shall not at any time, or in any manner, be used for any other purpose.
2. If Purchaser is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser understands that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
4. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients). Purchaser acknowledges that it is not working with any other broker or agent other than the Broker named below in connection with the Property.
5. Neither Broker nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Purchaser assumes full responsibility for reconfirmation and verification of all information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
6. The Persons signing on behalf of Purchaser and Broker represent that they have the authority to bind the party for whom they sign. This Agreement shall be governed and construed in accordance with the laws of the State of New York without giving effect to its conflict of laws principles, other than Section 5-1401 of the New York General Obligations law.
7. Purchaser intends to utilize the services of Jonathon McClellan and Kyle Baskin at Marcus & Millichap with the understanding that Marcus & Millichap is exclusively representing the Seller. Furthermore, Purchaser indemnifies Broker and owner against any commission claims by brokers other than stated above.
8. Purchaser shall not contact directly any persons concerning the Property, other than Broker, without Broker’s or Owner’s written permission. Such persons include, without limitation, Owner’s employees, suppliers and tenants.

9. Purchaser agrees that without written consent from the Owner, Purchaser will not seek to gain access to any non-public areas of the Property, or to any books and records of the Asset other than those made available by Owner. Purchaser agrees not to communicate with any tenant, property manager, engineer or other person having rights and/or responsibilities with respect to the Property or any of the Information without the prior written consent of the Owner, unless such communication is in the ordinary course of the Purchaser's business and does not in any way relate to or involve the Owner, the Property or any of the Information.
  
10. Purchaser acknowledges that the covenants contained in this Agreement are fundamental for the protection of the legitimate business and proprietary interests of Owner and its subsidiaries and/or affiliates and that in the event of a violation by Purchaser or its directors, officers, employees, agents, attorneys and affiliates (including, without limitation, attorneys, accountants, consultants and financial advisors) (collectively, "Representatives") of any such covenants, remedies at law would be inadequate. In the event of any violation or attempted violation of this Agreement, Owner and its subsidiaries and/or affiliates shall be entitled to specific performance and injunctive relief or other equitable remedy without any showing of irreparable harm or damage, and Purchaser hereby waives, and shall direct its Representatives to waive, any requirement for the securing or posting of any bond or other security in connection with any such remedy. Such remedies shall not be deemed to be the exclusive remedies for any breach of this Agreement, but will be in addition to all other remedies available at law or in equity to Owner or any of its subsidiaries and/or affiliates in the event Purchaser or any of its Representatives fails in any respect to comply with its obligations under this Agreement, Purchaser shall be liable to Owner for such breach, and Owner shall be entitled to exercise any right, power or remedy available to Owner at law or in equity for such breach. Such remedies may include, without limitation, the right to sue for specific performance, injunctive or other equitable relief and/or damages. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof. The parties agree that in the event of litigation relating to this Agreement, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to reimbursement of its reasonable costs and expenses (including attorneys' fees) incurred in connection with such litigation.
  
11. Reviewer shall not discuss bid pricing for the Asset with any other party, other than its Representatives, or reveal to any party, other than its Representatives, the amount of Purchaser's bid for the Asset.

PURCHASER

Name/Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_