

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “*Agreement*”) is entered into by _____ (“*Prospective Purchaser*”), on the date noted below, for the benefit of SF Multifamily V Property Owner LLC (“*Owner*”). Owner is soliciting offers for the acquisition of multifamily properties located at 3320 Octavia St, 2942 Franklin St, 90 Alhambra St, 2040 Taylor St, 1980 Sacramento St, 1022-1032 Sacramento St, 750 14th St, 104-114 Guerrero St, 275 Grattan St & 1985 Fulton St in San Francisco, CA (the “*Properties*”). The effective date of this Agreement is the date signed below.

In consideration of being provided Confidential Information (as hereafter defined), Prospective Purchaser agrees as follows:

1. The term “*Confidential Information*” as used herein means any non-public information furnished by or on behalf of Owner in connection with Prospective Purchaser’s possible acquisition of the Properties (such possible acquisition, the “*Proposed Transaction*”) including all analyses, notes, summaries which are based upon or incorporate the information disclosed hereunder, and any terms discussed or negotiated in connection with the Proposed Transaction, including the fact of the Proposed Transaction. At any time upon the written request of Owner, Prospective Purchaser will promptly either return or destroy, the Confidential Information; provided, however, it is understood that Prospective Purchaser may retain copies of any Confidential Information necessary for compliance purposes. Any Confidential Information not returned or destroyed, including oral Confidential Information, shall remain subject to the terms of this Agreement.

2. Prospective Purchaser agrees that the Confidential Information will be used only for the Proposed Transaction. Prospective Purchaser will not disclose Confidential Information or permit it to be disclosed to any persons other than to Prospective Purchaser’s directors, officers, employees, affiliates, advisors, consultants or counsel (collectively, “*Representatives*”), but only to the extent necessary for the Proposed Transaction. Prospective Purchaser shall be responsible for any disclosure by its Representatives of the Confidential Information which is not expressly authorized hereby or any violation of this Agreement.

3. Neither Prospective Purchaser nor any of its Representatives shall contact any governmental authority regarding the Properties without the prior written consent of Owner (other than as permitted herein). In the event Prospective Purchaser or any of its Representatives is required by law or regulation to disclose any Confidential Information, Prospective Purchaser will provide Owner with reasonable notice so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

4. Prospective Purchaser for itself and on behalf of its Representatives, acknowledges and agrees that, except as may be set forth in a fully executed, definitive agreement, none of Owner nor its or their affiliates, agents or advisors, and none of their respective officers, directors, employees, agents or controlling persons, has made or hereby makes any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information. None of the foregoing persons shall have any liability to Prospective Purchaser or its Representatives relating to or arising from the use of any Confidential Information or for any errors therein or omissions therefrom. Prospective Purchaser and its Representatives are not entitled to rely on the accuracy or completeness of the Confidential Information. Only those representations or warranties which are made in a final definitive agreement regarding the Proposed Transaction contemplated hereby, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

5. Owner may conduct the process that may or may not result in the Proposed Transaction in such manner as Owner, in its sole discretion, may determine (including, without limitation, negotiating and entering into a definitive agreement with any third party without notice to Prospective Purchaser). This Agreement is not an offer to consummate the Proposed Transaction and shall not be construed as such. Neither Owner nor Prospective Purchaser is under any obligation to consummate the Proposed Transaction by virtue of this Agreement. Owner may discontinue the solicitation of the Proposed Transaction at any time for any reason or no reason in Owner’s sole discretion and without notice to Prospective Purchaser.

6. In the event of any breach of this Agreement by Prospective Purchaser or its Representative, Owner may be irreparably and immediately harmed and may not be made whole by monetary damages. Accordingly, it is agreed that, without prejudice to any rights and remedies otherwise available to Owner, Owner shall be entitled, at its sole cost and expense (subject to reimbursement as set forth below), (i) to seek equitable relief by way of injunction in the

event of a breach of any provision of this Agreement, and (ii) to seek specific performance, in each case without the need for proof of actual damages.

7. This Agreement shall be binding upon Prospective Purchaser's successors and assigns and shall inure to the benefit of and be enforceable by the respective successors and assigns of Owner. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law. This Agreement may be waived, amended or modified only by a written instrument signed by both Owner and Prospective Purchaser, which shall set forth specifically the provisions of this Agreement that are to be so waived, amended or modified.

8. The term of this Agreement shall terminate one (1) year from the effective date hereof.

Prospective Purchaser:

By: _____ (*signature*)

Name: _____

Title: _____

Date Signed: _____