



CONFIDENTIALITY AND REGISTRATION AGREEMENT

You, (the "Registered Buyer") have advised James Devincenti at Colliers, that you wish to obtain information with respect to the potential purchase of the **San Francisco Multifamily Portfolio** (the "Properties"). The Properties are located at **2360 Van Ness Ave, 840 Van Ness Ave, 17 Decatur St, 891 Post St, 618 Bush St, 1029 Geary Blvd, 575 O'Farrell St, 775 Geary Blvd, 245 Leavenworth St, 347 Eddy St, 371 Turk St & 305 Hyde St.**

Colliers has been retained on an exclusive basis by the Owner with respect to the sale offering of the Properties. The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Properties be directed to Colliers.

Colliers has available for review certain information concerning the Properties which include brochures and other materials (collectively "Informational Materials"). Colliers will not make such Informational Materials available to Registered Buyer unless and until Registered Buyer has executed this Agreement and thereby agrees to be bound by its terms. Upon Collier's receipt of this signed and dated Confidentiality and Registration Agreement, Colliers is prepared to provide the Informational Materials to Registered Buyer for their consideration in connection with the possible purchase of the Properties, subject to the following conditions:

1. All Informational Materials relating to the Properties which are furnished to Registered Buyer by Colliers shall continue to be the property of the Owner and Colliers. The Informational Materials may not be copied or duplicated without Collier's written consent and must be returned to Colliers immediately upon Collier's request or if Registered Buyer declines to make an offer to purchase the Properties or terminate any discussions or negotiations with respect to the Properties.
2. Registered Buyer will not make any Informational Materials available to, disclose or authorize anyone else to disclose any of the contents thereof, or discuss any transaction or lease information involving the Properties with any person other than Colliers, or the Owner unless Colliers, or the Owner has approved in writing such disclosure or discussion. The Informational Materials may be disclosed to the Registered Buyer's partners, employees, legal counsel and institutional lenders ("Related Parties") who, in the Registered Buyer's judgment, need to know such information for the purpose of evaluating the potential purchase of the Properties or any interest therein by the Registered Buyer. Such Related Parties shall be informed by the Registered Buyer of the confidential nature of the Informational Materials and must agree to keep all Informational Materials strictly confidential in accordance with this Agreement. The Registered Buyer shall be responsible for any violation of this provision by any Related Parties.
3. Registered Buyer understands and acknowledges that Colliers and the Owner do not make any representation 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 Colliers by others and has not been independently verified by Colliers and is not guaranteed as to completeness or accuracy. Registered Buyer agrees that neither Colliers nor the Owner shall have any liability for any reason to Registered Buyer or to Related Parties resulting from the use of the Informational Materials. Registered Buyer will rely solely on its own due diligence studies in determining whether to make an offer, or to purchase the Properties, and Registered Buyer acknowledges that the properties being offered for sale are being offered in their AS-IS, WHERE-IS CONDITION, with no representations or warranties of their current condition or usability.
4. Registered Buyer acknowledges that the Properties have been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer in the sole discretion of Owner because of the terms thereof, lack of satisfactory credit references of any prospective purchaser or for any other reason whatsoever, without notice. The Properties are being offered without regard to race, creed, sex, religion or national origin.
5. The Informational Materials are strictly confidential and proprietary to the Owner and Colliers. The Informational Materials are intended solely for the inspection of interested parties. The Informational Materials are to be used for no purpose other than to evaluate and determine interest in purchasing the Properties and are not to be distributed to any other entity without prior written authorization from the Owner or Colliers.

6. Registered Buyer hereby indemnifies and holds Owner and Colliers and their respective affiliates and successors and assigns harmless against and from any claim, loss, liability or expense (including, without limitation, attorney's fees) arising out of any (1) breach of any of the terms of this Agreement by Registered Buyer or any Related Parties or (2) claim or claims by any other broker, finder or other party, if such claim or claims are based in whole or in part on dealings with the Registered Buyer, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Properties to the Registered Buyer.
7. Registered Buyer and Related Parties shall not contact directly, any persons concerning the Properties, other than Colliers, without Colliers's written permission. Such persons include, without limitation, the owners, or their property managers, employees, suppliers and tenants.
8. This Agreement shall be governed by the law of the State of California. This Agreement is binding upon the successors, assigns and legal representatives of the parties, and protects Information Materials of any successors or assigns of Owner. In the event that any one or more of the provisions contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, that invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if that invalid, illegal or unenforceable provision had not been contained herein. Should any dispute or legal action or proceeding arise between the parties concerning any provision of this Agreement or the rights or duties of any entity or person in relation thereto, the party prevailing in any such dispute or legal action or proceeding shall be entitled, in addition to such other relief that may be granted, to recover reasonable and documented attorneys' fees and legal costs that are in connection with such dispute or legal action or proceeding, upon a final, non-appealable order from a court of competent jurisdiction.
9. The terms of this confidentiality agreement shall continue in full force and effect at all times until the earlier of (i) one (1) year from the date hereof and (ii) the date upon which Registered Buyer, Related Parties (or any of their affiliates) enters into a definitive agreement to purchase the Properties, whereupon this letter agreement shall automatically terminate and be of no further force or effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution by .pdf or similar electronic transmission shall be binding and effective for all purposes hereunder.

Please return signed and dated Confidentiality and Registration Agreement to James Devinenti at Colliers via email at j.d@colliers.com

REGISTERED BUYER:

DATE:

BY: _____
(Signature)

(Please print)

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____