**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**Property:** **The Beacon Apartments | 1 Hatteras Court, North East, MD 21901**

By your evaluation of the Offering Memorandum available for the above-referenced Property (referred to as “OM”) to be provided to the undersigned party(s) upon execution of this agreement from Mackenzie Commercial Real Estate Services, LLC (“Broker”) and/on behalf of Acorn Investment Company IV, LLC (the “Owner”), you acknowledge and agree as follows:

1. You will use the OM for due diligence purposes only, and you will not use or permit the use of any of it in any manner that is inconsistent with its confidential nature and the terms and provisions of this Letter Agreement.
2. You will not disclose to any individual or entity other than to your lenders, consultants, officers, directors, agents, and legal counsel (collectively, the “Permitted Parties”) that have a need to know and have agreed to be bound by the terms of this Letter Agreement the fact that discussions, evaluations or negotiations are taking place concerning the Property. You will not, and you will not permit any permitted party to tour or visit the property without first contacting the Broker to arrange a site tour as may be appropriate. You will not contact or disturb any Tenants at the Property.
3. You will not permit any Permitted Party to, disclose (verbally, in writing or by another method) the OM to any individual or entity other than (i) disclosures for which we have consented in writing; (ii) disclosures required by law, provided, however, you provide the Owner with written notice prior to such disclosure; and (iii) disclosures of information which (A) is or becomes generally available to the public other than as a result of disclosure by you, or (B) was within your possession prior to its disclosure by the Owner to you pursuant hereto or (C) becomes available to you on a non-confidential basis after the date hereof from any third party which is not known by you to be bound by any confidentiality agreement with the Owner with respect to such information.
4. You agree that you will not permit any Permitted Party to offer to participate, finance, acquire or restructure the Property, or assist in, negotiate, solicit or accept an offer regarding the sale, financing, disposition, assignment, acquisition, transfer, participation or restructuring of the Property (directly or indirectly) except with prior consent of the Owner or Broker.
5. Upon written request from Broker or the Owner, you will promptly return to us, or, at our option, destroy, all of the OM that we have delivered to you, as well as any copies you or any person may have made of such OM for your internal use or for use by the Permitted Parties.
6. The Owner shall be entitled to all rights and remedies available to the Owner’s, at law or in equity, in the event of any breach by you or any Permitted Party of the provisions of this Letter Agreement.
7. The Owner shall agree to make reasonable efforts not to disclose identity of any interested parties to others during the review of OM nor during negotiations of the sale of the property.
8. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. The term of this Letter Agreement shall be One Year.

It shall be noted that all sources of said OM are deemed reliable but cannot be guaranteed by Mackenzie Commercial Real Estate Services or its agents. All information provided by Broker represents Brokers best knowledge only, and it is the Buyers responsibility (and Cooperating Broker, if applicable) to review all OM available by Owner, and to independently verify and confirm lease information, income information, expense information, square footage information, zoning, property condition, environmental, pricing and possible returns and anything else deemed necessary for Buyer (and Cooperating Broker if applicable) to

evaluate the viability of the possible purchase of the Property.

The material contained in the OM is furnished solely for the purpose of considering the purchase of the property and is not to be used for any other purpose. This information should not, under any circumstances, be photocopied or disclosed to any third party without the written consent of the Mackenzie Commercial Real Estate Services or Property Owner or used for any purpose whatsoever other than to evaluate the possible purchase of the Property.

Neither the Broker nor the Owner make any representation or warranty, express or implied, as to the accuracy or completeness of the information contained in the OM, and nothing contained therein is or shall be relied upon as a promise or representation as to the future representation of the Property. OM may include certain statements and estimates with respect to the Property. These Assumptions may or may not be proven to be correct, and there can be no assurance that

estimates will be achieved. Further, Broker and the Owner disclaim any and all liability for representations or warranties, expressed or implied, contained in or omitted from Brokers Offering Brochure, or any other written or oral communication transmitted or made available to the recipient. The recipient shall be entitled to rely solely on those representations and warranties that may be made to it in any final, fully executed and delivered Real Estate Purchase Agreement between it and Owner. Recipients of Brokers Offering Memorandum are advised and encouraged to conduct their own comprehensive review and analysis of Property.

The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest to purchase the Property and expressly reserves the right, at its sole discretion, to terminate negotiations with any entity, for any reason, at any time with or without notice. The Owner shall have no legal commitment or obligation to any entity reviewing the Offering Memorandum or making an offer to purchase the Property unless and until the Owner executes and delivers a signed Real Estate Purchase Agreement

on terms acceptable to Owner, in Owner’s sole discretion. By submitting an offer, a prospective purchaser will be deemed to have acknowledged the foregoing and agreed to release the Owner and the Broker from any liability with respect thereto.

Such facsimile or electronic mail signature shall be treated in all respects as having the same effect as an original signature.

Please acknowledge your agreement with the terms of this Letter Agreement by executing the enclosed copy and returning it to us. We will promptly forward you the Offering Memorandum once we have received this executed Letter Agreement from you.

**If in agreement to the above terms, please execute and provide signature below and return all pages.**

**ACKNOWLEDGED AND AGREED TO THIS \_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_, 2021**

**NAME, SIGNATURE AND CONTACT INFORMATION OF PURCHASER / PRINCIPAL:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SIGNATURE)

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Please add Broker information if applicable.