

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is entered into as of May __, 2023 (the “**Effective Date**”), by and between Greystar Development West, LLC, a Delaware limited liability company (“**Developer**”), and _____ (“**Investor**”).

RECITALS

WHEREAS, Developer has the right to purchase that certain real property located at 3845 West Pioneer Avenue in the City of Las Vegas, County of Clark, and State of Nevada (the “**Project**”);

WHEREAS, Investor is interested in a potential equity capital investment in the Project (the “**Potential Relationship**”);

WHEREAS, Developer may disclose to Investor certain confidential, proprietary and trade secret information relating to Developer, its direct and indirect subsidiaries, joint ventures, members, partners, affiliates and joint venturers (individually or collectively as the context requires, “**Developer Affiliates**”) and/or the Project, including but not limited to operating agreements, financial statements and models, business plans, ideas, media, techniques, specifications, designs, plans, forecasts, reports, studies, budgets, technical information, works of authorship, databases, information systems, software and source documentation, spreadsheets, analyses, algorithms, know-how, processes, customized construction and design features, fixtures, equipment, building systems, laboratory and office systems, forms of leases and related documentation, names of actual or prospective investors, employees, tenants, customers, vendors, suppliers, distributors and clients, proposals, bids, forecasts, market information, information relating to research and development, properties, completed or potential future property acquisitions, redevelopments, construction projects and investments, procurement requirements, the existence of any business discussions, negotiations, or contractual relationships between Developer or a Developer Affiliate and any third party and any other materials and information pertaining to the Project provided by Developer or a Developer Affiliate to Investor, regardless whether or not such information is designated or otherwise marked as confidential, proprietary or trade secret information (collectively, the “**Confidential Information**”). The Confidential Information may be disclosed within tangible material (such as documents, drawings, pictures, graphics, software, hardware, graphs, charts, or disks), orally, visually, or by any other media (including without limitation, electronic media); and

WHEREAS, Developer desires to prevent the unauthorized use and disclosure of the Confidential Information.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Nondisclosure Obligations. Investor promises to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing:

- (a) Investor shall protect and safeguard the Confidential Information against unauthorized use, publication or disclosure (including without limitation all precautions Investor employs with respect to its own confidential materials);
- (b) Investor shall use the Confidential Information exclusively for the purpose of evaluating the Potential Relationship and for no other purpose;
- (c) Investor shall not, directly or indirectly, in whole or in part, in any way, reveal, report, publish, disseminate, disclose, transfer or discuss with the general public or third parties any of the Confidential Information, including the fact that the Confidential Information has been made available to Investor;
- (d) Investor shall not copy, reproduce or reverse engineer any of the Confidential Information;
- (e) Investor shall not export or reexport (within the meaning of U.S. or other export control laws or regulations) any of the Confidential Information or product thereof; and
- (f) Investor shall comply with any reasonable security measures requested in writing by Developer.

2. Exceptions. The confidentiality obligations hereunder shall not apply to Confidential Information that:

- (a) is, or later becomes, public knowledge or public record other than by breach of the provisions of this Agreement by Investor or Investor's Representatives (as defined below);
- (b) was independently developed by Investor (or was otherwise in the possession of Investor prior to disclosure by Developer or a Developer Affiliate, provided that Investor did not take possession pursuant to or in violation of this Agreement);
- (c) is disclosed to Investor without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction);
- (d) is the subject of written permission to disclose by Developer (which may be granted or withheld in its sole and absolute discretion); or

- (e) must be disclosed pursuant to a valid order of a court, or other demand of a governmental body having jurisdiction, provided, that Investor gives reasonable prior written notice to Developer of such required disclosure and makes a reasonable effort to obtain, or to assist Developer in obtaining, a protective order preventing or limiting the disclosure of the Confidential Information and/or requiring that such Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued. Further, Investor shall formally inform any governmental body receiving such Confidential Information of its confidential nature.

Investor shall have the burden of proving the existence of the foregoing exceptions.

3. Disclosure to Consultants and Investors. Investor may make disclosures of the Confidential Information to its officers, agents, employees, consultants, investors, potential investors and outside counsel (collectively, “**Investor’s Representatives**”), but only to the extent that (i) Investor reasonably and in good faith deems it necessary or appropriate for Investor’s Representatives to review the Confidential Information in connection with Investor’s evaluation of the Project, (ii) Investor’s Representatives agree in writing to be bound by the terms and provisions of this Agreement, and (iii) Investor causes Investor’s Representatives to observe the terms and provisions of this Agreement. Investor agrees that a breach of this Agreement by any Investor’s Representative shall constitute a breach of this Agreement by Investor.

4. Return of Confidential Information. Investor agrees, upon (i) the written request of Developer (at any time and for any reason), or (ii) termination of this Agreement pursuant to Section 7, to promptly deliver to Developer all Confidential Information and all records, notes, and other written, printed, or tangible materials in the possession, custody or control of Investor or Investor’s Representatives, containing the Confidential Information and all copies thereof; provided, however, that Investor may keep archival copies of any Confidential Information only to the extent required for regulatory compliance purposes. For the purpose of clarity, to the extent that such materials constitute Confidential Information, Investor’s duties under this Section 4 include those materials Investor created and/or produced in connection with evaluating the Confidential Information as it relates to the Project. The delivery of such materials shall not relieve Investor from compliance with other terms and conditions of this Agreement.

5. Lost Items. If, at any time Investor becomes aware that it or any Investor’s Representative has given any unauthorized access, use, possession or knowledge of any Confidential Information in violation of this Agreement, Investor shall (i) immediately notify Developer in order to protect the confidentiality of any affected Confidential Information (ii) immediately demand the return of any affected Confidential Information possessed by any third parties and (iii) shall cooperate with Developer in seeking to protect the confidentiality of the Confidential Information.

6. No Right to Confidential Information. Investor acknowledges and agrees that this Agreement does not grant (by license or otherwise) Investor or any of Investor's Representative any rights (including copyright or intellectual property rights) to utilize any of the Confidential Information except for the limited purpose set forth in Section 1(b).

7. Term and Termination. Investor's obligations under this Agreement shall extend to any Confidential Information disclosed or otherwise made available by Developer prior to, on or following the Effective Date and shall continue in effect until this Agreement is terminated by written notice from Developer to Investor. Notwithstanding the foregoing, Investor's obligations hereunder with respect to the Confidential Information shall continue in full force and effect and shall survive termination or expiration of this Agreement.

8. Indemnification. Investor hereby agrees to indemnify Developer against any and all losses, damages, claims, and expenses, including its costs and attorneys' fees, incurred or suffered by Developer as a result of a breach of this Agreement by Investor or any of Investor's Representatives.

9. Not a Contract. Each party hereto understands and agrees that no contract or agreement providing for any transaction involving the parties hereto (including the Potential Relationship) shall be deemed to exist between the parties hereto unless and until a final definitive agreement has been executed and delivered, and each party hereto hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any such transaction unless and until the parties hereby shall have entered into a final definitive agreement. Each party hereto also agrees that unless and until a final definitive agreement regarding a transaction between the parties hereto has been executed and delivered, neither party hereto shall be under any legal or equitable obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement, except for the matters specifically agreed to herein. Each party hereby further acknowledges and agrees that each party reserves the right, in its sole and absolute discretion, to reject any and all proposals made by the other party hereto or any of the other party's representatives with regard to a transaction between the parties hereto, and to terminate discussions and negotiations between the parties hereby at any time in its sole and absolute discretion. Any costs incurred or actions taken by either party in the absence of a final definitive agreement will be at such party's sole risk and expense.

10. No Warranties/Disclaimers. The information provided to Investor by Developer is provided on an AS IS basis, and Developer makes no representations as to the accuracy, completeness, veracity, nor any other quality of such information. Investor acknowledges that it is experienced in real estate development and construction and that it is solely responsible to perform its own analysis of the Project and all matters affecting the value or cost associated with the Project. Developer will not be liable for any damages arising out of the use of the Confidential Information. Disclosure of Confidential Information containing business plans is for planning purposes only. Developer may change or cancel its plans at any time. Therefore, use of such Confidential Information is at Investor's own risk.

11. Remedies. Investor acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Developer irreparable harm, the amount of which may be difficult to ascertain and, therefore, Investor

agrees that Developer shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as Developer shall deem appropriate. Such right of Developer shall be in addition to the remedies otherwise available to Developer at law or in equity. Investor expressly waives (i) the defense that a remedy in damages will be adequate and (ii) any requirement in an action for specific performance or injunction for the posting of a bond by Developer.

12. Successors and Assigns. Neither party shall have the right to assign its rights under this Agreement, whether expressly or by operation of law, without prior written consent of the other party. Subject to the foregoing, this Agreement and Investor's obligations hereunder shall be binding on the representatives, permitted assigns, and successors of Investor and shall inure to the benefit of the representatives, permitted assigns and successors of Developer.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Nevada, without regard to principles of conflict of laws.

14. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs, including the same which are incurred in any action to enforce any judgment granted or on appeal.

15. Severability; Miscellaneous. Each provision in this Agreement is severable—if any such provision is determined to be invalid or illegal, the validity and enforceability of the remainder of this Agreement shall be unaffected. References in this Agreement to a “party” are a reference to any one of the parties who are named in the caption to this Agreement and who have executed this Agreement. Section and other headings are for convenience only and shall not be used to interpret any provision of this Agreement.

16. Authority to Sign. Each of the parties herein represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

17. Entire Agreement. This Agreement constitutes the entire understanding of the parties regarding subject matter hereof, incorporates and supersedes all prior negotiations and agreements, written or oral, and all prior communications between the parties regarding such subject matter, and may not be amended or modified except by a writing signed by each of the parties to this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which shall constitute one and the same instrument. Delivery of this Agreement may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any electronic signatures shall have the same legal effect as manual signatures.

19. Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the recipient as listed below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

DEVELOPER:

GREYSTAR DEVELOPMENT WEST, LLC,
a Delaware limited liability company

By: Bill Cundiff
Name: William Cundiff
Its: Vice President

Notice Address: Greystar Development West, LLC
c/o Greystar Real Estate Partners
750 Bering Drive, Suite 200
Houston, Texas 77057
Attn: Bryce Hy
Telephone: (817) 301-6948
Email: bryce.hy@greystar.com

With a copy to:

Procopio, Cory, Hargreaves & Savitch LLP
Attn: Steve Serna and Craig Sapin
525 B Street, Suite 2200
San Diego CA 92101
Telephone: (619) 515-3270 or (619) 515-3251
Email: steve.serna@procopio.com & craig.sapin@procopio.com

INVESTOR:

a _____

By: _____
Name: _____
Title: _____

Notice Address: _____

Attn: _____
Phone: _____
Fax: _____