

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“**Agreement**”) is made this __ day of August, 2024, by _____, a _____ (“**Recipient**”) in favor of ASVRF Silver Beach Road, LLC, a Delaware limited liability company (“**Owner**”) with reference to the following facts and circumstances.

- A. Owner owns that certain industrial park located at 1600-1660 Silver Beach Road, Lake Park, Florida 33404 (the “**Property**”).
- B. American Realty Advisors, LLC (“**Advisor**”) is the real estate investment manager to the Owner and has the responsibility for operating the Property in accordance with the fiduciary and/or other responsibilities imposed by the Employee Retirement Income Security Act of 1974, as amended, and such other laws as impact Advisor’s relationship to its client.
- C. Recipient has requested that Owner provide Recipient with certain information regarding the Property (“**Confidential Information**”) for Recipient’s review in connection with a potential purchase of the Property (the “**Disclosure Purpose**”).

NOW, THEREFORE, in order to induce Owner to disclose such Confidential Information to Recipient, Recipient agrees as follows:

1. Confidential Information. Where used in this Agreement, “Confidential Information” shall mean any and all tangible and intangible information (whether written or otherwise recorded or oral) relating to the Property, including but not limited to financial statements, income and expense figures, tenant lists, contracts, business plans, marketing plans, vendor relationships, operating history, condition reports, and any and all other information relating to the Property that is not lawfully available to the general public. Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure in breach of this Agreement by Recipient or a Representative (as hereinafter defined), (ii) was in the possession of Recipient or the Representatives prior to the date of this Agreement, (iii) becomes available to Recipient or the Representatives on a non-confidential basis from a person other than Owner who is not otherwise known to Recipient to be bound by a duty of confidentiality to Owner, or (iv) Recipient can demonstrate was independently developed by Recipient or the Representatives without breaching the terms of this Agreement.

2. Return of Confidential Information. Upon written demand by Owner, Recipient shall immediately return to Owner all files, documents, correspondence, reports or other items related to the Property or otherwise comprising the Confidential Information, and any and all copies thereof, without retaining any copy thereof. Notwithstanding the foregoing, Recipient (a) may retain copies of the Confidential Information for the purposes of and for so long as is required by any applicable law or regulation or to comply with internal record keeping policies and (b) will not be obligated to erase the Confidential Information that is contained in an archived computer system made in accordance with Recipient’s security and/or disaster recovery procedures or policies; provided, that any Confidential Information that is not returned shall remain confidential,

subject to the use and non-disclosure obligations of this Agreement for so long as such Confidential Information is retained.

3. Non-Disclosure. Recipient shall not disclose (a) that the Confidential Information has been made available; or (b) any portion of the Confidential Information to any third party, without the prior written consent of Owner; provided, however, that Recipient may disclose the Confidential Information to Recipient's officers, directors, employees, attorneys, accountants, lenders and consultants (collectively, "**Representatives**"). Confidential Information shall be provided only to such Representatives as necessary to fulfill the purposes of this Agreement. Recipient shall inform all of its Representatives having access or exposure to Confidential Information of the obligations imposed hereunder and Recipient shall be fully liable for any breach of the confidentiality obligations imposed by this Agreement by a Representative. Recipient shall not contact any tenant or other occupant or user of the Property, either directly or indirectly, regarding the Disclosure Purpose without the prior written consent of Owner. The degree of care taken by Recipient as to Owner's Confidential Information shall be at least as great as the degree of care that Recipient takes in protecting its own confidential information. Recipient shall not use, or allow a third party to use, the Confidential Information for any purpose, commercial or otherwise, and shall take every reasonable precaution to safeguard such Confidential Information. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by law, rule, regulation, subpoena or court order provided however Recipient provides Owner with sufficient prior written notice of its intent to disclose Confidential Information such that Owner may object to such disclosure or seek a protective order or otherwise to limit such disclosure.

4. Term. The term of this Agreement shall commence on the date of this Agreement and shall terminate upon the earlier of one (1) year thereafter or the date the Disclosure Purpose is consummated between Owner and Recipient.

5. Indemnification. Recipient agrees to indemnify, defend, and hold harmless Owner from and against any claim, loss, liability, damage or expense, including but not limited to Owner's reasonable attorneys' fees, arising out of or connected with a breach by Recipient of any warranty, covenant or representation made by Recipient under this Agreement.

6. Notices. Any notice, demand, request, consent, covenant, approval or other communication to be given by one party to the other must be in writing and (a) delivered personally; (b) mailed by certified United States mail, postage prepaid, return receipt requested; (c) sent by nationally recognized overnight courier; or (d) sent by email. The effective date of notice shall be (i) for any notice delivered in person, the date of delivery; (ii) for any notice by certified mail, three (3) days after the date of certification thereof; (iii) for any notice by overnight courier, the next business day after deposit with the courier; and (iv) for any notice by email, the date of transmission, if before 5:00 p.m. at the location delivered, or the next day if after 5:00 p.m. All notices shall be delivered or addressed to the parties at their respective addresses set forth below. Either party may change the address at which it desires to receive notice upon giving notice of such request to the other party in the manner provided herein. The parties, and their respective counsel, hereby agree that notice may be given hereunder by the parties' respective counsel, and that if any communication is to be given hereunder by a party's counsel, such counsel may communicate directly with all principals, as required to comply with the foregoing provisions.

If to Owner: ASVRF Silver Beach Road, LLC
c/o American Realty Advisors, LLC
515 South Flower Street, 49th Floor
Los Angeles, California 90071
Attention: Stanley Iezman and The Legal Department
Telephone: 213-233-5700
Email: siezman@aracapital.com; legal@aracapital.com

With a further copy to: American Realty Advisors, LLC
150 North Wacker Drive, Suite 1300
Chicago, Illinois 60606
Attention: Bill Pantazopoulos
Telephone: 312-216-4711
Email: bpantazopoulos@aracapital.com

If to Recipient: _____

Attention: _____
Email: _____

7. Remedies. Owner may seek to enjoin any disclosures by Recipient or a Representative or seek any other equitable relief to which Owner may be entitled to enforce its rights under this Agreement.

8. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Agreement may not be assigned by Recipient or Owner without the written consent of the other party.

9. Construction. Headings at the beginning of each Section and subsection are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by only Owner or Recipient, but rather as if both Owner and Recipient had prepared the same. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement. Signatures sent hereon by electronic PDF shall be deemed originals for all relevant purposes.

10. Integration of Other Agreements. This Agreement sets forth the entire agreement and understanding of the parties with respect to the matters set forth herein and supersedes all previous written or oral understandings, agreements, contracts, correspondence and documentation with respect thereto. Any oral representation or modifications concerning this Agreement shall be of no force or effect.

11. No Waiver; Amendment. No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude other or further exercise thereof or of any other right. No waiver by any party hereto of any breach or default shall be considered to be a waiver of any other breach or default. The waiver of any condition shall not constitute a waiver of any breach or default with respect to any covenant, representation or warranty. No provision hereof may be waived or modified except by written agreement signed by Owner and Recipient. Nothing contained herein will be construed as an expression of intention by either Owner or Recipient to enter into definitive arrangements in the nature of a purchase and sale agreement regarding the Property, and no obligation regarding such will be binding upon either Owner or Recipient unless and until a definitive agreement is fully negotiated and executed by the parties.

12. Controlling Law. This Agreement is entered into in the state in which the Property is located and shall be governed by and construed in accordance with the law of that state, excluding its choice of laws rules.

13. Attorneys' and Other Fees. Should either party institute any action or proceeding to enforce or interpret this Agreement or any provision hereof, for damages by reason of any alleged breach of this Agreement or any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including actual attorneys' and other fees, reasonably incurred in good faith by the prevailing party in connection with such action or proceeding. The term "attorneys' and other fees" shall mean and include attorneys' fees, accountants' fees, and any and all consultants and other similar fees incurred in connection with the action or proceeding and preparations therefor. The term "action or proceeding" shall mean and include actions, proceedings, suits, arbitrations, appeals and other similar proceedings.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed by Recipient as of the day and year aforesaid.

RECIPIENT:

a _____

By: _____

Name: _____

Title: _____