



Confidentiality Agreement

Loan: \$16.0 Million Multifamily NPLs

Location: New York City Metro

Potential Investor:

Upon execution of the agreement, please remit entire three-page agreement via scanned image via email to:

Attention: Jayde House
Email Address: jayde.house@jll.com

- 1. General Terms.** Jones Lang LaSalle Americas, Inc., a Maryland corporation ("JLL"), represents Lender (named in the Offering Materials (as defined below) as Lender's exclusive agent or broker for the potential sale of a Loan (the "Loan"). This Confidentiality Agreement (the "Agreement") will confirm the mutual understandings of _____ ("Potential Investor") This Confidentiality and Conditions of Offering Agreement (the "Agreement") will confirm the mutual understandings of Potential Investor, JLL, and Lender in connection with the disclosure and review of any and all information regarding the Lender, Loan, Borrower or the Properties that is provided to Potential Investor or any Related Party (as defined below) by Lender, JLL or any representative of Lender or JLL, including, but not limited to, any offering memorandum, documents, data, financial statements, reports, forecasts, projections, surveys, diagrams, records, engineering reports, and other documents, electronic transmittals or conversations concerning the Properties or the Lender (the "Offering Materials"). Lender and/or JLL may make the Offering Materials available in written, electronic, or verbal form to the Potential Investor following JLL's receipt of this Agreement, duly executed by Potential Investor. The Offering Materials shall not include information that (i) is or becomes generally available to the public, (ii) was in the possession of the undersigned or any Related Party prior to the date of the Agreement (and is not subject to any pre-existing confidentiality agreement in favor of Lender, any affiliate thereof, and/or JLL), (iii) was obtained by the undersigned or any Related Party from a third party who, to the knowledge of the undersigned and the Related Parties, is not subject to any confidentiality agreement regarding such information, or (iv) is independently developed by the undersigned or any Related Party without reliance on the Offering Materials. The terms of the Agreement follow.
- 2. Ownership, Use and Return of Offering Materials** – The Offering Materials shall continue to be the property of JLL and/or the Lender, as applicable. The Offering Materials will be used by the Potential Investor solely for the purpose of evaluating the possible acquisition of the Loan (the "Investment") and not for any purpose unrelated to the possible Investment. The Offering Materials may not be copied or duplicated without JLL's consent, and must be returned to JLL immediately upon request or when the Potential Investor declines to make an offer for the Investment or terminates discussion or negotiations with respect to the Investment. Return of the documents and other materials does not release the Potential Investor or any Related Party (as defined below) from its obligations under this Agreement.
- 3. Confidentiality and Disclosure of Offering Materials by Potential Investor** - Potential Investor acknowledges that the Offering Materials are considered confidential and proprietary information and will not make any Offering Materials available, or disclose any of the contents thereof, to any person without JLL's prior written consent; provided, however, that the Offering Materials may be disclosed to a limited number of the Potential Investor's employees and legal counsel (collectively the "Related Parties") as reasonably required and who need to know such information for an evaluation of the Investment. Such Related Parties shall be informed by Potential Investor of the confidential nature of the Offering Materials and the terms of this Agreement and the Potential Investor shall cause the Related Parties to keep the Offering Materials and related information strictly confidential in accordance with this Agreement, as if they were an original party hereto. Potential Investor shall be responsible for any violation of this Agreement by any Related Party as if such violation was committed by the Potential Investor. The Potential Investor agrees to take all steps and do all things that are reasonably necessary, prudent or desirable in order to

safeguard the confidentiality of the Offering Materials, including to establish and maintain effective security measures to safeguard all Offering Materials from unauthorized access, use, copying, disclosure, damage or destruction.

4. **Potential Investor as Principal and Other Brokers or Agents** - Potential Investor is a principal and not an agent of or acting on behalf of any other party in connection with the purchase of the Properties. Potential Investor will not look to JLL or to Lender for any brokerage commission, finder's fee, or other compensation in connection with the sale of the Properties or any interest therein. Potential Investor acknowledges that it has not had any discussion regarding the Properties with any broker or agent other than the Potential Investor's Representative (if any) identified above. Potential Investor shall indemnify and hold Lender and JLL and their respective officers, directors, shareholders, partners, members, employees, agents and representatives and any affiliate, successor or assign thereof (collectively, the "Lender/JLL Related Parties"), harmless from and against any and all claims, causes of action, damages, suits, demands, liabilities, fines, fees, costs and expenses (including, but not limited to, court costs and attorney's fees) of any kind, nature or character relating to the Properties by any agents or brokers (including any Potential Investor's Representative) (other than JLL) resulting from (i) any failure by Potential Investor or any Related Party to disclose any relationship Potential Investor may have with respect to any broker or other intermediary, (ii) any failure by Potential Investor to pay any amounts claimed by any broker or other intermediary (including, without limitation, any Potential Investor's Representative), other than JLL, in connection with the marketing or sale of the Properties and (iii) any breach or default hereunder by Potential Investor and/or any deemed breach or default hereunder by any Related Party.
5. **No Representations as to Offering Materials** - Potential Investor understands and acknowledges that JLL does not make any representation or warranty as to the accuracy or completeness of the Offering Materials or the condition of the collateral securing the Loan (the "Collateral") in any manner. The Potential Investor further understands and acknowledges that the information used in the preparation of the Offering Materials was furnished by the Lender and has not been independently verified by JLL, and is not guaranteed as to completeness or accuracy. Potential Investor agrees that JLL and Lender shall have no liability for any reason to the Potential Investor or any of its representatives or Related Parties resulting from the use of the Offering Materials by any person in connection with the sale of, or other investments by Potential Investor in the Loan whether or not consummated for any reason. Neither JLL nor the Lender is under any obligation to notify or provide any further information to Potential Investor or Related Parties if JLL or Lender becomes aware of any inaccuracy, incompleteness or change in the Offering Materials. The Offering Materials provided to the Potential Investor are subject to, among other things, correction of errors and omissions, additions or deletion of terms, and withdrawal upon notice. The Potential Investor agrees that neither JLL and Lender, nor any person acting on JLL's or Lender's behalf, shall have any liability to the Potential Investor or its Related Parties resulting from the delivery to, or use by the Potential Investor of the Offering Materials or otherwise with respect thereto. Potential Investor and Related Parties shall rely only their own due diligence Potential Investor releases JLL and Lender to the fullest extent permitted by law, from and against all claims, actions, damages, remedies and matters arising from or which may arise from or in connection with the provision of, or any purported reliance on, the Offering Materials.
6. **Withdrawal of Investment from Market or Termination of Discussions** - Potential Investor acknowledges that the Loan has been offered for sale subject to withdrawal from the market at any time or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever.
7. **Term of Agreement** - The terms and conditions of this Agreement shall remain in full force and effect for a period of two years from the date hereof. Lender is an intended third party beneficiary hereunder.
8. **Remedies** - In the event that Potential Investor fails to comply with the terms and conditions of this Agreement, Potential Investor shall be liable to JLL and Lender for such breach, JLL and Lender shall be entitled to exercise any right, power, or remedy available at law or in equity for such breach.
9. **Applicable Law** - This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of law provisions. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement.
10. **Access to Collateral, Management, and Tenants** - Potential Investor agrees to not seek to gain access to any of the Collateral or communicate with any manager of the Collateral, the Borrower, or the Borrower's partners in the ownership of the Collateral, without the prior consent of JLL and Lender, which consent may be withheld in the JLL's or Lender's sole discretion.
11. **Entire Agreement, Waiver, Modification and Severability** - This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by the parties subsequent to the date of this Agreement. The parties have not made any other agreement or representation with respect to such matter. Any provision of this Agreement which is illegal, void or unenforceable, will be ineffective to the extent only of such illegality, voidness or unenforceability, without invalidating the remaining provisions of this Agreement.

POTENTIAL INVESTOR: Accepted and Agreed to this ____ day of _____, 20__.

Agreed and accepted.

Potential Investor:

Company

Signature

Print Name

Title

Address

City, State, and Zip Code

Telephone

Email Address