

CONFIDENTIALITY AND CONDITIONS OFFERING AGREEMENT

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Loan: \$121.2 Million Multifamily Loan

Location: Orlando MSA (Apopka, FL and Kissimmee, FL)

Potential Investor:

Upon execution of this agreement (this "Agreement"), please remit entire agreement as a 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 Owner ("Owner") as Owner's exclusive agent or broker for the potential sale of the Loan (the "Loan") This Confidentiality and Conditions of Offering Agreement (the "Agreement") will confirm the mutual understandings of Potential Investor, JLL, and Owner in connection with the disclosure and review of any and all information regarding Owner or the Loan that is provided to Potential Investor or any Related Party (as defined below) by Owner, JLL or any representative of Owner or JLL, including, but not limited to, any offering memorandum, documents, data, financial statements, reports, forecasts, projections, surveys, diagrams, records, engineering reports, analyses, summaries, notes, and written or electronic records and other documents, electronic transmittals or conversations concerning the Loan or Owner information and shall specifically include, without limitation, all draft or final documents pertaining to any Loan, all insurance policies (and endorsements thereto), any leases, ground leases, operating statements, financial information, appraisals, environmental reports, zoning reports, notices, correspondence, underwriting information and other documentation, reports or written or verbal information of whatever kind relating to any Loan (the "Confidential Information"). Confidential Information also includes the fact that Confidential Information has been made available to Potential Investor and and that Potential Investor and JLL and/or Owner are discussing the potential sale of the Loan. Owner and/or JLL may make the Confidential Information available in written, electronic, or verbal form to Potential Investor following JLL's receipt of this Agreement, duly executed by Potential Investor. Notwithstanding anything to the contrary in this Agreement, Confidential Information does not include information that: (a) is or becomes generally available to the public through no fault of Potential Investor or any of Related Parties (defined below) in violation of this Agreement; (b) is or becomes available to Potential Investor or any Related Parties (defined below) on a non-confidential basis from a source other than Owner not known to Potential Investor or such Related Parties to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation of confidentiality; (c) is independently developed by Potential Investor or Related Parties without use of or reliance on, either directly or indirectly, Confidential Information; or (d) was known to or in the possession of Potential Investor or any Related Parties on a non-confidential basis prior to disclosure by Owner/JLL to Potential Investor or Related Parties.
- 2. Ownership, Use and Return of Confidential Information.** The Confidential Information shall continue to be the property of Owner and JLL. The Confidential Information will be used by Potential Investor solely for the purpose of evaluating the possible acquisition of the Loan and not for any purpose unrelated to the possible acquisition of the Loan. The Confidential Information may not be copied or duplicated without Owner's and JLL's prior written consent, and must be returned to JLL (or with JLL's permission, destroyed by Potential Investor and any Related Party, and in such instance Potential Investor shall certify in writing to JLL and Owner that such information has been so destroyed) immediately upon request.
- 3. Confidentiality and Disclosure of Confidential Information by Potential Investor.** Potential Investor acknowledges on behalf of itself and any and all Related Parties that the Confidential Information are considered confidential and proprietary information of Owner and/or JLL, and Potential Investor will not make (or cause or permit any Related Party to make) any Confidential Information available, or disclose any of the contents thereof, to any person without Owner's or JLL's prior written consent; provided, however, that the Confidential Information may be disclosed to Potential Investor's (if any), Potential Investor's partners, employees, legal counsel, advisors, institutional lenders and other capital sources (collectively the "Related Parties") as reasonably required for an evaluation of the Loan, provided, that in each case (x) each such Related Party needs to know Confidential Information solely in connection with the possible acquisition of the Loan and (y) each such Related Party has been informed of Potential Investor's obligations hereunder. Such Related Parties shall be informed by Potential Investor of the confidential nature of the Confidential Information and the terms of this Agreement and shall be directed by Potential Investor to keep the Confidential Information and related information strictly confidential in accordance with this Agreement and to otherwise abide by the terms of this Agreement as if such party was Potential Investor hereunder. In the event any Related Party shall take or omit to take any action which if taken or omitted to be taken by Potential Investor would constitute a breach of or a default under the terms hereof, such act or omission by such Related Party shall be deemed to be a breach of the terms hereof by Potential Investor.

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4. **Information Legally Required to be Disclosed.** To the extent permitted by applicable law, Potential Investor agrees to notify JLL and Owner promptly in writing if Potential Investor receives or learns of any court order or other legal requirement to disclose the Confidential Information, and Potential Investor agrees to cooperate, at Potential Investor's expense, with efforts by Owner to obtain a protective order or narrow the scope of such disclosure. For the avoidance of doubt, Potential Investor is permitted to disclose that portion of the Confidential Information as is, in the opinion of its legal counsel, legally required to be disclosed, and Potential Investor shall request confidential treatment for the information released. Such information shall continue to be held by Potential Investor and Related Parties as Confidential Information under this Agreement.
5. **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 Loan. Potential Investor will not look to JLL or to Owner for any brokerage commission, finder's fee, or other compensation in connection with the sale of the Loan or any interest therein. Potential Investor acknowledges that it has not had any discussion regarding the Loan with any broker or agent other than Potential Investor's representative (if any) identified above.
6. **No Representations as to Confidential Information or Condition of Property.** Potential Investor understands and acknowledges that neither Owner, JLL nor any Owner/JLL Related Party¹ makes any representation or warranty (express or implied) as to the accuracy, completeness, validity or adequacy of the Confidential Information or the condition of the Loan in any manner and Potential Investor hereby releases JLL and Owner from any liability arising from Potential Investor's use or reliance upon the Confidential Information. Potential Investor acknowledges that the Confidential Information may contain information that is inaccurate, incomplete, out of date and that Owner has not undertaken or promised to update, correct or complete the Confidential Information. Potential Investor further acknowledges that (a) Confidential Information may consist of abstracts of reports and may not contain all material information provided in the actual report and (b) neither Owner or any of its representatives is offering investment advice to Potential Investor and that any investment decision by Potential Investor with respect to the possible acquisition of the Loan will be made solely pursuant to Potential Investor's independent assessment and due diligence of the Loan and all matters related to the Loan. Potential Investor further understands and acknowledges that the information used in the preparation of the Confidential Information was furnished by Owner and has not been independently verified by JLL, and is not guaranteed as to completeness or accuracy. Potential Investor agrees that neither Owner, JLL, nor any Owner/JLL Related Party shall have any liability for any reason to Potential Investor or any of its representatives or Related Parties resulting from the use of the Confidential Information 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 Owner, JLL nor any Owner/JLL Related Party is under any obligation to notify or provide any further information to Potential Investor or any Related Party if either Owner or JLL becomes aware of any inaccuracy, incompleteness or change in the Confidential Information. The undersigned acknowledges that neither Owner, JLL nor any Owner/JLL Related Party, has made any representation or warranty as to the accuracy or completeness of the Confidential Information, or the suitability of the information contained therein for any purpose whatever, and any representation or warranty in connection therewith is hereby expressly excluded. The Confidential Information provided to the undersigned are subject to, among other things, correction of errors and omissions, additions or deletion of terms, and withdrawal upon notice. The undersigned agrees that neither Owner, JLL, nor any Owner/JLL Related Party shall have any liability to Potential Investor and/or any Related Party resulting from the delivery to, or use by the undersigned of the Confidential Information or otherwise with respect thereto. Potential Investor and Related Parties shall rely only their own due diligence and investigation of the Loan and corresponding collateral, including but not limited to any financial, title, environmental, physical, tenant or any other matters.
7. **Withdrawal of Loan from Market or Termination of Discussions.** Potential Investor acknowledges that the Loan has been offered for sale subject to withdrawal of the Loan 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.

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8. **Term of Agreement.** The terms and conditions of this Agreement shall remain in full force and effect for a period of two (2) years from the date hereof.
9. **Non-Circumvention.** At any time prior to the expiration of two (2) years from the date of this Agreement, it is expressly agreed that Potential Investor shall not, without the prior written consent of Owner, seek to bypass, compete, avoid or circumvent Owner from any business opportunity that relates to the Loan, or any real estate property securing a Loan by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information, including, but not limited to, communicating directly or through a third party with any borrower (including without limitation any accountant, attorney, appraiser, tenant, managing or leasing agent, manager, environmental consultant or engineering consultant of any of the foregoing), with respect to the making of a loan secured directly or indirectly by any real estate property securing the Loan.
10. **Remedies.** In the event that Potential Investor and/or any Related Party fails to comply with the terms and conditions of this Agreement, Potential Investor and such Related Party may be liable to Owner and/or JLL for such breach, Owner and/or JLL shall be entitled to exercise any right, power, or remedy available at law or in equity for such breach. Without prejudice to any other rights or remedies that Owner and/or JLL may have with respect to any breach by Potential Investor and/or any Related Party, Potential Investor on behalf of its and any Related Party, hereby acknowledges and agrees that (a) damages would not be an adequate remedy for any breach of the terms of this Agreement by Potential Investor and/or any Related Party, (b) it is not aware of and will not seek to advance any reason why Owner and/or JLL should not be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the terms of this Agreement by Potential Investor and/or any any Related Party and (c) no proof of special damages shall be necessary for the enforcement of the terms of this Agreement. All remedies under this Agreement or by law and in equity are intended to be cumulative. No failure or delay in exercising any right hereunder will operate as a waiver of that right. In the event of litigation relating to this Agreement, the prevailing party, as determined by a court of competent jurisdiction in a final, non-appealable order, shall be entitled to reimbursement of reasonable costs and expenses (including attorneys' fees) incurred in connection with such litigation. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES.
11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to the principles of conflict of laws..
12. **Access to Borrower's, Collateral, Collateral's Management, and Collateral's Tenants.** Potential Investor agrees to not (i) seek to gain access to any non-public areas of the collateral securing any of the Loans or (ii) communicate with any borrower (including without limitation any accountant, attorney, appraiser, tenant, managing or leasing agent, manager, environmental consultant or engineering consultant of any of the foregoing), or the borrower's partners in the ownership of any collateral, including the officers, managers, employees, and agents of the forgoing without the prior consent of Owner or JLL, which consent may be withheld in Owner's sole and absolute discretion.
13. **Entire Agreement, Waiver or Modification.** 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. Potential Investor represents that the individual executing this Agreement on its behalf is duly authorized to execute this Agreement and bind Potential Investor to its obligations hereunder. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. A photocopied, scanned, telecopied, or other electronic signature of any party to this Agreement shall have the same force and effect as an original signature for all purposes.

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Potential Investor:

Accepted and Agreed to this _____ day of _____, 2024.

POTENTIAL INVESTOR:

Company

Signature

Name

Title

Date

Address 1

City, State, and Zip Code

Telephone

Email Address