

Confidentiality Agreement

Only serious buyers and lenders who are contemplating a purchase of or extension of financing for the Property are permitted to accept the terms of this Confidentiality Agreement and access Confidential Information. Access for any other purpose is strictly prohibited.

Access is strictly prohibited for the borrower, debtor, guarantor or other obligator with respect to any Property, or an affiliate, representative, agent, accountant or attorney of any such party.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is being made by the party seeking to access information (“you”, “your”) regarding a real estate asset or note secured by real estate (“Property”) listed on a website owned by biproxi, Inc. (“Platform”). You are making this Agreement for the benefit of the Property seller (“Seller”) and the Platform. By acknowledging this Agreement, you represent and warrant that you are accessing Confidential Information only in connection with a possible Transaction involving the Property, and that you are not the borrower, debtor, guarantor or other obligor with respect to the Property, or an affiliate, representative, agent, accountant or attorney of any such party.

- 1. Confidential Information.** As used in this Agreement, the term “Confidential Information” shall mean all information relating to the Property provided by or on behalf of Seller to you and your Representatives (as defined below) orally, in writing, through a deal room or data vault, or by any other media, whether provided before or after the date you acknowledge this Agreement. Confidential Information does not, however, include any information or material that: (a) was previously known to you and in your possession free of any obligation to keep it confidential, so long as you did not receive such information directly or indirectly from Seller or the Platform; (b) is or becomes publicly available, other than as a result of a disclosure by you or your Representatives; (c) is independently developed by you or your Representative without knowledge or use of Confidential Information; or (d) is lawfully received from a third party whose disclosure, to your knowledge and reasonable belief, would not violate any confidentiality or other legal obligation owed to Seller or the Platform.
- 2. Limitations on Use.** You may use Confidential Information solely for evaluating the purchase of or extension of financing for the Property (“Transaction”), and not for any other purpose. Access to Confidential Information for any other purpose is prohibited, and may cause irreparable harm and damage to Seller and the Platform. This Agreement does not convey any title, ownership, or other intellectual property right or license in or to Confidential Information.

3. **Limitations on Disclosure.** Confidential Information is proprietary, secret, and/or confidential. You agree to take all reasonable measures to safeguard the Confidential Information against unauthorized access and use, and to not publish or disclose Confidential Information to any third party without the prior written consent of Seller or the Platform. However, you may disclose Confidential Information on a “need to know” basis to evaluate the Transaction to your employees, officers, agents, directors, members, managers, attorneys, accountants, financial advisors, partners, and other consultants (“Representatives”), provided that such Representatives are first informed of, and agree to be bound by, the terms of this Agreement. Should you or any Representative breach the terms of this Agreement, you and the Representatives shall be jointly and severally liable for such breach. You agree to promptly notify Seller and the Platform of any actual or suspected misuse, misappropriation, unauthorized disclosure, or security breach of or affecting Confidential Information in violation of this Agreement. Notwithstanding anything to the contrary in this Agreement, you may disclose Confidential Information to the extent required by judicial or government order, provided you promptly notify Seller and the Platform before such disclosure and reasonably cooperate if Seller or the Platform elects to legally contest to avoid such disclosure.
4. **Communication with Third Parties.** Without the prior written consent of Seller or the Platform, you agree to not communicate directly or indirectly with (a) any governmental agency, authority or official about any matter relating to the Property, (b) any tenant, property manager, lender, borrower, guarantor, employee, or report preparer connected with the Property, or (c) any third party whose name is obtained from Confidential Information.
5. **Compliance with Laws and Regulations.** You agree to comply with all applicable laws and regulations applicable to Confidential Information, including, without limitation, the Gramm-Leach-Bliley Act.
6. **Your Liability.** If Seller or the Platform determines that you have breached any provision of this Agreement, Seller and/or the Platform may, in their sole discretion, exercise any or all legal or equitable rights or remedies to which they are entitled. You also agree that Seller and the Platform shall have the right to seek an order enjoining any such further breach or misappropriation without posting of a bond.
7. **Disclaimers.** WITH RESPECT TO CONFIDENTIAL INFORMATION, SELLER AND THE PLATFORM AND EACH OF THEIR RESPECTIVE REPRESENTATIVES DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY EXPRESS OR IMPLIED WARRANTY AS TO THE COMPLETENESS, CONTENT OR ACCURACY OF SUCH CONFIDENTIAL INFORMATION AND DOCUMENTATION. Seller and the Platform and each of their respective Representatives accept no responsibility as a result of any expenses, losses, damages, or actions incurred or undertaken by you or your Representatives because of the receipt or use of any Confidential Information. You agree that unless and until a definitive agreement (expressly excluding any executed

letter of intent or other preliminary written agreement and any written or oral acceptance of an offer to purchase) with respect to the Property has been executed and delivered by all parties, Seller shall not be under any legal obligation of any kind whatsoever with respect to you or the Property.

8. **Access and Inspections.** You are responsible to conduct your own due diligence and investigate all matters relating to the Property, including, without limitation, physical condition and attributes, environmental matters, economic matters, legal matters, encumbrances, and all other aspects. You must coordinate any inspection, visit, or investigation of the Property with Seller. You are responsible for all liability, damages and costs directly or indirectly arising from any such inspection, visit, or investigation, and agree to indemnify and hold harmless Seller and the Platform from any such liability, damages and costs, and to maintain all applicable policies of insurance to cover such liability, damages and costs.
9. **Limitations on Liability.** You and your Representatives specifically release Seller and the Platform and each of their respective Representatives, and the third-party preparers of any Confidential Information, from all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expense (including attorneys' fees whether suit is instituted or not) whether known or unknown, liquidated or contingent ("Claims"), by reason of the information contained in, or that should have been contained in, Confidential Information. You and your Representatives further agree that you will indemnify and hold harmless Seller and the Platform and each of their respective Representatives from any and all losses, damages, claims or expenses arising from any breach or threatened breach of this Agreement by you or your Representatives.
10. **Term.** Your rights to use Confidential Information to evaluate the Transaction shall expire upon the earlier to occur of (a) the date that Seller or the Platform sends you a termination notice, and (b) the date that is one (1) year from the date hereof. You remain bound to the provisions hereof with respect to the disclosure of Confidential Information received by you before such expiration or termination.
11. **Destruction of Confidential Information.** Upon expiration or termination of your rights to use Confidential Information to evaluate the Transaction, you shall cease use of and promptly destroy all copies of Confidential Information and, upon request by Seller or the Platform, to certify such destruction. Notwithstanding the foregoing, a single archival copy may be retained by your legal department to the extent required pursuant to applicable legal or regulatory requirement or internal document retention policies, and any such retained Confidential Information shall remain subject to the terms of this Agreement.
12. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state where the Property is located, excluding its principles of conflicts of laws.
13. **Assignment.** This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, heirs, executors, administrators and personal

representatives. You may not assign or transfer your rights or obligations under this Agreement without the prior written consent of Seller or the Platform. Any assignment or transfer in violation of this section shall be void.

14. **Disclosure of Information:** By accepting and executing this Agreement, you acknowledge that your information may be shared with Seller.

15. **Miscellaneous.** This Agreement merges and supersedes all prior Agreements between the parties with respect to its subject matter. Neither Seller nor the Platform shall be deemed to have waived any rights or remedies because of failure, delay or forbearance in exercising any such right or remedy in a particular instance. The waiver by either party of any breach of this Agreement will not be considered a modification of any provision, nor shall such a waiver act to bar enforcing any subsequent breach. This Agreement may only be modified by written agreement by the parties. The disclosure of Confidential Information shall not be construed as evidencing any intent or offer by a party to sell or purchase the Property, an agreement or commitment to offer financing for the Property, or as an encouragement to expend funds in development or research efforts. If you are signing this Agreement for a legal entity, you represent and warrant that you are fully authorized to enter this Agreement and to legally bind such entity. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect; and, to the extent permitted and practicable, the invalid or unenforceable term shall be deemed modified to express the intention of such invalid or unenforceable term.

Electronic Acceptance: You acknowledge you are executing this Agreement by accepting this Agreement electronically. You acknowledge that such form of acceptance shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act (“E-Sign Act”), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (“UETA”), and applicable state laws.