

CONFIDENTIALITY AND CONDITIONS OFFERING AGREEMENT

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Property: Cornerstone Corporate Center Two

Location: 1210 S. Pine Island Road, Plantation, FL 33324

Owners: PG – Plantation CS Two, LLC (collectively, "Owner")

Potential Investor:

Upon execution of this agreement (this "Agreement"), please remit entire agreement as a scanned image via email to:

Attention: Bernie Thornton

Email: bernie.thornton@am.jll.com

Fax: (305) 448-6767

PG-PLANTATION CS TWO, LLC, ("**Owner**"), has engaged Jones Lang LaSalle Americas, Inc., ("**Listing Broker**"), in connection with a contemplated sale of the property located at 1210 S. Pine Island Road, Plantation, Florida 33324 ("**Property**"). You have requested that Listing Broker deliver certain confidential information concerning the Property and related business operations, including financial and other information. In consideration of providing this information to you, you hereby agree as follows:

1. **Evaluation Material.** By executing this letter of agreement in the space provided below, you agree to treat the information concerning the Property, together with any and all analyses or other documents prepared by you or any of your directors, employees, advisors, attorneys, accountants, consultants, representatives (collectively, "**Representatives**") that contain or otherwise reflect such information (collectively, "**Evaluation Material**"), in accordance with this agreement. The term "Evaluation Material" does not include information that (a) was already in your possession prior to the time of disclosure to you by Listing Broker, (b) was or becomes generally available to the public other than as a result of a disclosure by you or your Representatives, or (c) becomes available to you on a non-confidential basis from a source other than Listing Broker or Owner, provided that such source is not known by you to be bound by a confidentiality agreement with Owner or otherwise prohibited from disclosing the information to you.

2. **Confidentiality; Exceptions.** The Evaluation Material will be used solely for the purpose of evaluating the Property, and will be kept confidential by you and your Representatives, except to the extent that disclosure (a) has been consented to in writing by Owner, (b) is required by law, regulatory authority or other applicable judicial or governmental order, or (c) is made to your Representatives who need to know such information for the purpose of evaluating the Property (it being understood that such Representatives shall be informed by you of the confidential nature of the Evaluation Material).

3. **Non-Disclosure.** Without the prior written consent of Owner, you will not, and will direct your Representatives not to, disclose to any person that the Evaluation Material has been made available to you or your Representatives, or any terms or other facts with respect to the Evaluation Material.

4. **Protective Orders.** If you or any of your Representatives are requested or required by judicial, legislative or regulatory process to disclose any Evaluation Material, you will provide Owner with prompt notice of any such request or requirement so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this agreement. If such protective order or other remedy is not obtained, or Owner waives compliance with the terms hereof, you may disclose only that portion of the Evaluation Material that is legally required.

5. **Remedies.** It is understood and agreed that money damages may not be a sufficient remedy for any breach of this agreement, and that Owner is entitled to seek specific performance and injunctive or other equitable relief. Such remedy shall not be deemed to be the exclusive remedy for breach of this agreement but shall be in addition to all other remedies available at law or equity to Owner.

6. **Disposition of Evaluation Material.** Within ten (10) days after being so requested by Owner or Listing Broker, except to the extent you are advised by legal counsel that complying with such request would be prohibited by law or regulatory authority, you will return or destroy all Evaluation Material. Any destruction of materials shall be confirmed by you in writing. Any Evaluation Material that cannot be returned or destroyed (such as oral Evaluation Material) shall remain confidential, subject to the terms of this agreement.

7. **Binding Effect; Owner a Third-Party Beneficiary.** This agreement binds you only for the matters expressly set forth herein. As such, unless and until a subsequent definitive written agreement regarding a purchase and sale transaction ("**Transaction**") has been executed and delivered, (a) neither Owner nor you will be under any legal obligation of any kind



whatsoever to negotiate or consummate the Transaction, and (b) you shall have no claim whatsoever against Owner or any of its directors, parents, officers, owners, affiliates or representatives arising out of or relating to the Transaction. In all events, Owner shall be a third-party beneficiary of this agreement and shall have the right to enforce the terms hereof.

8. No Representations by Owner or Listing Broker. You acknowledge and agree that neither Owner nor Listing Broker makes any representation or warranty (express or implied, oral or written) and provide no assurances regarding (a) the accuracy, completeness and reliability of the Evaluation Material; and (b) whether the Evaluation Material constitutes all of the documents, agreements, and other information in the possession of Owner and its representatives relating to the Property. You acknowledge and agree that your decision to enter into or complete the Transaction shall be based on your own independent assessment, inspection, and diligence regarding the Property, and that you are not basing your decision to enter into or complete the Transaction on your review of any Evaluation Materials (including, but not limited to, any computer or electronic disks or files containing financial data or projections).

9. Brokerage Commissions; Indemnity. Owner has indicated that all inquiries and other communications relating to the Property are to be made directly to Listing Broker. All fees due Listing Broker in connection with the Transaction shall be paid by Owner pursuant to a separate agreement between Owner and Listing Broker. You acknowledge that you are a principal or investment advisor acting in a fiduciary capacity on behalf of a principal in connection with the Transaction and you agree that you will not look to Owner or its parent, advisors, affiliates, shareholders, employees, agents, or consultants (collectively, "**Owner Parties**"), nor Listing Broker, for any commissions, fees, or other compensation on connection with the Transaction. You represent to Owner that you have not had any discussions regarding the Property with any broker or agent other than Listing Broker. You hereby agree to indemnify, defend (with counsel reasonably acceptable to Owner), and hold harmless each of the Owner Parties against any and all costs, causes of action, judgments, losses, liabilities, and expenses (including, but not limited to, attorneys' fees) arising out of, or in connection with, (a) claims by any other broker or other parties claiming to have had dealings with you in connection with the Property (excluding Listing Broker), and (b) any other breach by you of the terms of this agreement.

10. Miscellaneous. This agreement shall be governed by the internal laws of the State of Florida, without regard to conflict of laws principles. This agreement may be amended only in writing. If any term or provision of this agreement is held by a court or competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No failure or delay by Listing Broker or Owner in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder.

11. Duration. Your obligations under this agreement shall remain in effect for a period of one (1) year from the date hereof.

(SIGNATURE PAGE BELOW)



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Please confirm that the foregoing is in accordance with your understanding by signing and emailing this letter to:

Accepted and agreed to this _____ day of _____, 2022.

PROSPECTIVE INVESTOR: _____

Signature

Name

Title

Address

City, State, and Zip Code

Telephone

Fax

E-Mail Address

If different than above, the primary point of contact is:

Name

Telephone

E-Mail Address