



**Confidentiality Agreement**  
**("Agreement")**

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**Property Investment Offering:** Vistas at Davenport – 4000 U.S. Hwy 17-92 N, Davenport, FL 33837

**Owner:** VISTAS AT DAVENPORT LLC

**Investor:** \_\_\_\_\_ ("you/your")

**Upon execution of this Agreement, please remit the entire Agreement as a scanned image via e-mail to the attention of Bernie Thornton at [Bernie.Thornton@jll.com](mailto:Bernie.Thornton@jll.com)**

Following your execution of this Agreement, you will be provided with confidential information from Jones Lang LaSalle Americas, Inc. and/or one or more of its affiliates, representatives, employees or advisors (collectively, "JLL") and VISTAS AT DAVENPORT LLC and/or one or more of its affiliates, partners, representatives, employees or advisors (collectively, "Owner") relating to the Property Investment Offering. In furnishing such information, JLL and/or Owner are relying on your agreement to preserve the confidential nature of all such information, whether furnished before or after the date of this Agreement (collectively, the "Evaluation Material"); provided, however, that there shall be no obligation under this Agreement with respect to any Evaluation Material which (i) is or becomes generally available to the public, (ii) was or is provided to you or your Advisors from a third party and such third party is not known by you or your Advisors to be bound by a confidentiality agreement with Owner, its affiliates or their respective representatives; (iii) is independently developed by you or your Advisors without the use of the Evaluation Material or (iv) is required by law or requested by judicial process to be disclosed. You agree that such material will be used solely for the purpose of evaluating (at your sole cost and expense) whether you have an interest in pursuing the Property Investment Offering.

**Confidentiality and Disclosure of Offering Materials.** To facilitate your review, you are authorized to disclose the Evaluation Material to your directors, partners, officers, employees, attorneys, accountants or other professional representatives and consultants who need to know such information for the purpose of evaluating the Property Investment Offering (collectively, "Advisors"); provided, however, that such Advisors will be informed by you in writing of the confidential nature of such information and will be directed by you in writing to treat such information confidentially and to otherwise comply with all of the provisions of this Agreement. Without the prior written consent of Owner, neither you nor any of your Advisors will have any discussions regarding the Property Investment Offering with any third party, except for disclosures as may be required by applicable law or pursuant to court process, provided that prior to any such disclosure by you, you will, if permitted by applicable law or judicial order, immediately notify JLL and/or Owner of such pending disclosure by writing, and you will delay such disclosure consistent with applicable law in a manner that provides Owner with a reasonable opportunity to obtain a judicial protective order or other relief. You shall be responsible for the breach of this Agreement by any of the Advisors referred to in this paragraph.

**YOU AGREE TO HAVE NO CONTACT WITH ANY OF OWNER'S THIRD-PARTY CONSULTANTS WITHOUT WRITTEN APPROVAL BY EITHER JLL OR THE OWNER. YOU AGREE TO HAVE NO CONTACT WITH**

**EMPLOYEES, ELECTED REPRESENTATIVES OR MEMBERS OF APPOINTED BOARDS OF THE CITY OF DAVENPORT, POLK COUNTY OR STATE OF FLORIDA, REGARDING THE PROPERTY OR PROPOSED TRANSACTION WITHOUT PRIOR WRITTEN CONSENT FROM OWNER OR JLL. THIS REQUIREMENT IS AN EXPRESS CONDITION TO RECEIVING THE EVALUATION MATERIALS AND SHALL APPLY NOTWITHSTANDING ANY FOREGOING PROVISIONS TO THE CONTRARY.**

**Term and Termination.** Upon termination of discussions, or upon JLL's and/or Owner's written demand, you will promptly return all Evaluation Material previously delivered to you, without retaining any copy, extract or other reproduction (in whole or in part) of such Evaluation Material and will require your Advisors to do the same. The obligations of this Agreement shall survive and remain in effect until the later of (i) the date the Confidential Information is ultimately destroyed or (ii) the earlier of one (1) year after the date that this Agreement is signed by Investor and (y) the date the Owner and Investor enter into a definitive binding agreement with respect to a potential relationship between them regarding the Property. Notwithstanding any requirement to return or destroy the Evaluation Material, you may retain such copies of the Evaluation Material as may be required by law, rule, regulation, internal record-retention policies or electronic archival systems, and such Evaluation Material will continue to be maintained in accordance with the terms of this Agreement for one (1) year following the expiration thereof. In addition, you shall be permitted to make copies of the Evaluation Material as reasonably needed in connection with its review of the transaction contemplated hereunder.

**No Representation.** Although the Evaluation Material has been prepared in good faith and is believed to be accurate, JLL and Owner will not be deemed to have made any express or implied representation or warranty regarding the Evaluation Material.

**Damages.** You acknowledge that in the event you and/or any of your Advisors breach any of the provisions of this Agreement, or threaten or attempt to do so, Owner would be irreparably harmed. Accordingly, you agree in advance to the granting of injunctive or other equitable relief in favor of Owner without proof of actual damages. Such injunctive or equitable relief will not be the exclusive remedy for a breach of this Agreement and will be in addition to all other remedies available at law or in equity. You also agree to indemnify, save harmless and defend Owner against all losses directly or indirectly associated with any breach by you or your Advisors of this Agreement, and you agree to reimburse Owner for all costs and expenses, including attorneys' fees, incurred by Owner in successfully enforcing your obligations or the obligations of your Advisors under this Agreement. The provisions of this Agreement are for the benefit of each of the parties comprising Owner and may be enforced by any of such parties.

**No Waiver.** You agree that the failure or delay by Owner in exercising any right or privilege under this Agreement will not operate as a waiver of such right or privilege. This Agreement may be signed in counterparts and may only be modified or waived by subsequent written agreement signed by the parties.

**Brokers.** You acknowledge and agree that JLL is assisting Owner and acting in Owner's interest and not in your interest or on your behalf in connection with the Property Investment Offering. Furthermore, you are executing this Agreement in your capacity as a principal and 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 Property or any interest therein. You acknowledge that you have not had any discussion regarding the Property with any broker or agent and you shall indemnify and hold Owner and JLL, 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 Property Investment Offering by any agents or brokers (including any of your Advisors) that you have dealt with regarding the Property Investment Offering or properties contained with the Property Investment Offering.

**Authority.** You acknowledge that JLL has no power or authority to in any way bind Owner with respect to any transaction involving Owner, or with regard to any of the terms and conditions of any such transaction and that Owner shall in no way be bound or be deemed to have agreed to any such transaction or the terms and conditions thereof until such time (if any) as Owner has executed and delivered a written agreement to enter into any transaction involving the above-referenced property under terms and conditions that are acceptable to it in its sole discretion.

**Access to Property, Management and Employees of Owner.** You agree to not seek to gain access to any non-public areas of the Subject Property or communicate regarding the Property Investment Offering (other than communication conducted in the ordinary course of business) with Subject Property's management employees or the Subject Property's tenants, without the prior written consent of Owner or JLL, which consent may be withheld in Owner's sole discretion.

**Permitted Disclosure.** Notwithstanding anything to the contrary in this Agreement, you may, without notice of any kind to any party, disclose any Evaluation Material or any other information relating to Owner or the Property Investment Offering, pursuant to requests of any governmental or regulatory agency having jurisdiction over you, your business or your operations or your Advisors in the course of such agency's normal or routine examination of your business and its operations for so long as that such requests are not targeted at Owner or Owner or the Subject Property; and provided, that you (or your Advisors, as applicable) will exercise reasonable efforts to have the requesting governmental or regulatory agency accord confidential treatment to the Evaluation Material that is disclosed to such agency.

**Data Room Policy.** This Agreement also applies to offering materials accessed through any electronic data room available in connection with the Property Investment Offering and supersedes any "click through" acknowledgment or agreement associated with any such electronic data room.

**Trading.** None of the provisions of this Agreement shall in any way limit: (i) the trading of any residential or commercial mortgage backed securities or other similar instruments ("CMBS") by you or your Advisors in the ordinary course of your business (including, without limitation, any CMBS which includes any loan or other debt instrument issued or held by you or your affiliates or subsidiaries or any debt instrument collateralized by any or all of the Subject Property), (ii) pursuing, facilitating or entering into a transaction involving the purchase, sale or origination by you or your affiliates of (A) any security or debt instrument issued or held by you or any of your affiliates or subsidiaries, (B) any debt instrument held by a third party which is collateralized by any or all of the properties contained in the Property Investment Offering, (iii) the trading of any debt instrument or equity investment that is currently owned by you or your affiliates or (iv) the trading of any debt instrument or equity investment for which you or your affiliates was/is the issuer; provided that you agree to comply with all applicable securities laws in conducting such transactions.

**Scope of Agreement.** Notwithstanding anything to the contrary provided elsewhere herein, none of the provisions of this Agreement shall in any way limit the activities of your affiliates and subsidiaries in their businesses distinct from your real estate business, provided that the Evaluation Materials are not made available to such affiliates or subsidiaries. Should any Evaluation Material be made available to an affiliate or subsidiary, then such parties shall be bound by this Agreement in accordance with its terms. Should the Evaluation Material be made available to an individual at one of your affiliates who is not involved in real estate solely for the purpose of conflict resolution procedures and determining the proper allocation of investment opportunities, then such individual shall be bound by this Agreement in accordance with its terms, provided, however, that receipt of the Evaluation Material by such individual shall not be imputed to the business unit of such individual. In addition, none of the provisions of this Agreement shall in any way apply to any portfolio company of you or your affiliates, provided, however that should the Evaluation Material be made available to portfolio company of you or your affiliates, such party shall be bound by this Agreement in accordance with its terms.

**Remainder of page intentionally left blank**

You agree that this Agreement will be governed and construed in accordance with the laws of Polk County, Florida.

IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**INVESTOR**

\_\_\_\_\_

Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_