CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is to be signed by _____ ("Potential Purchaser") prior to release of detailed information within the Offering Memorandum, and further Due Diligence Items ("Documents"). The Documents are intended solely for your limited use in considering whether to acquire the two-suite office building located at 500 S. Maitland Avenue, Maitland, FL 32751, also known as 500 Maitland Avenue South and 100 E. Ventris Avenue (Orange County Parcel ID No. 36-21-29-0000-00-145) ("Property"). The Property is owned by Ventricorp LLC ("Owner") and exclusively represented by Jones Lang LaSalle Brokerage, Inc. a Texas corporation ("Broker"). As used herein, "Confidential Information" means the Documents and all other information concerning the Property, Owner or the proposed sale, whether written, electronic or oral, including leases, rent rolls, financial statements, tenant information, information obtained during property tours, the terms of any offer or negotiation, and all notes, analyses, compilations and other materials prepared by or for Potential Purchaser that contain or reflect such information. Confidential Information does not include information that (a) is or becomes publicly available other than through a breach of this Agreement, (b) was known to Potential Purchaser on a non-confidential basis before disclosure, or (c) is received from a third party not bound by a duty of confidentiality to Owner.

The Documents contain information pertaining to the Property as furnished by the Owner and other sources. However, it does not purport to be all inclusive or to contain all of the information which a prospective purchaser may desire. Neither Owner nor Broker or any of their officers, employees, or agents make any representation or warranty, express or implied, as to the accuracy or completeness of the Documents or any of their contents and no legal liability is to be implied with respect thereto. The Potential Purchaser is advised to verify information independently and obtain professional assistance from its consultants and advisors prior to proceeding with any acquisition. Potential Purchaser shall rely solely on its own investigation and waives any claim against Owner or Broker based on the Confidential Information or any errors or omissions therein. No agreement to sell the Property shall exist unless and until a written purchase agreement has been fully executed and delivered by Owner, and Owner may reject any offer and terminate discussions with Potential Purchaser at any time for any reason.

By acknowledgement below, you agree that the Confidential Information is confidential, that you will hold and treat them in the strictest of confidence, that you will not directly or indirectly disclose, or permit anyone else to disclose, the Confidential Information to any other person, firm, or entity without prior written authorization of Owner, except to Potential Purchaser's lenders, attorneys, accountants, partners and investors who need to know it to evaluate the acquisition, are informed of its confidential nature and agree to comply with this Agreement ("Representatives"), for whose breaches Potential Purchaser shall be responsible, and that the Confidential Information will be used solely to evaluate the acquisition of the Property and for no other purpose.

Potential Purchaser and its Representatives will not contact any tenant, employee, property manager, contractor or vendor of the Property, or enter or inspect the Property, without Broker's prior written consent. All tours, requests for information and communications regarding the Property shall be directed to Broker. For twenty-four (24) months from the date hereof, Potential Purchaser and its affiliates will not use any Confidential Information to solicit any tenant of the Property to lease or relocate to other space.

Potential Purchaser represents that it is acting as a principal and not as an agent or broker for any other party, and that it has not dealt with any broker or finder regarding the Property other than Broker and any cooperating broker identified below. Any cooperating broker shall be compensated only under a separate written agreement with Broker, and Owner shall have no obligation to pay a commission or fee to any party other than Broker. Potential Purchaser shall indemnify, defend and hold

harmless Owner and Broker from any claim for a commission or fee by any broker or finder claiming through Potential Purchaser.

If Potential Purchaser or any Representative is required by law, subpoena or court order to disclose any Confidential Information, it will promptly notify Broker so that Owner may seek a protective order, and will disclose only the portion that its counsel advises is legally required.

If you do not wish to pursue the acquisition or are unable to comply with this Confidentiality Agreement, or are requested to do so by Owner or Broker at any time, promptly return or destroy all Confidential Information, including all copies, electronic files, notes and analyses, and confirm such return or destruction to Broker by email. Any Confidential Information retained shall remain subject to this Agreement.

THE UNDERSIGNED AGREES TO INDEMNIFY OWNER AND BROKER FROM ANY LOSS OR DAMAGE WHICH OWNER OR BROKER MAY SUFFER AS A RESULT OF THE UNDERSIGNED'S OR ITS REPRESENTATIVES' BREACH OF THE TERMS AND CONDITIONS OF THIS CONFIDENTIALITY AGREEMENT.

Owner shall be entitled to seek injunctive relief or specific performance for any breach of this Agreement without posting a bond (or, if a bond is required by law, a nominal bond), in addition to any other remedy. In any action to enforce this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs. This Agreement shall be governed by the laws of the State of Florida, and exclusive venue for any action shall lie in the state or federal courts located in Orange County, Florida. EACH PARTY WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT.

Owner and Broker are intended beneficiaries of this Agreement and each may enforce it. This Agreement shall remain in effect for two (2) years from the date hereof, constitutes the entire agreement regarding its subject matter, may be modified or waived only in a writing signed by Owner, may not be assigned by Potential Purchaser, and may be executed electronically and in counterparts. If any provision is held unenforceable, the remaining provisions shall remain in effect. The individual signing below represents that he or she is authorized to bind Potential Purchaser.

POTENTIAL PURCHASER

ACCEPTED AND AGREED TO THIS

____DAY OF_____, 20__

Signature:_____

Name:_____

Title:_____

Company:_____

Address:_____

Phone:_____

Email:_____

COOPERATING BROKER ACKNOWLEDGMENT

The undersigned broker represents Potential Purchaser in connection with the Property, agrees to be bound by the confidentiality, non-contact and non-solicitation provisions of this Agreement, and agrees that any commission shall be paid only pursuant to a separate written agreement with Broker and that Owner shall have no obligation to pay any commission or fee to the undersigned.

☐ Potential Purchaser is not represented by a cooperating broker.

Brokerage Firm:_____

Agent Name:_____

Signature:_____

Florida License No.:_____

Phone:_____ Email:_____

Date:_____

Please email executed agreement to:

John Worrell, CCIM

Email: john.worrell@jll.com