

# THE RESIDENCES MANDARIN ORIENTAL MIAMI

November 27, 2023

Megan Probst

835 NE 19th Ave #3  
Fort Lauderdale, FL 33304

Attn: Megan Probst

**Re: Confidentiality Agreement**

Dear Mrs. Probst:

Megan Probst (as the context may require, together with your affiliates and subsidiaries, the "**Recipient**") have requested certain information from OID T1 Developer LLC ("**Provider**" or "**Developer**"), in connection with a potential purchase by Recipient from Developer of one or more units in The Residences at Mandarin Oriental, Miami (the "**Proposed Transaction**"). In consideration thereof, and as a condition to Recipient being furnished such information by or on behalf of the Provider, Recipient agrees, as set forth in this letter agreement (this "**Agreement**"), to treat confidentially any Confidential Material (as defined below).

"**Confidential Material**" means non-public, confidential or proprietary information that may be furnished or has previously been furnished to the Recipient or the Recipient's employees, attorneys, accountants, or advisors (collectively, "**Representatives**") by or on behalf of the Provider, Developer or any of their agents or representatives (including its accountants and attorneys), regardless of the form in which such information is communicated or maintained, and all notes, reports, analyses, compilations, studies, files or other documents or material, whether prepared by the Recipient or others, which are based on, contain or otherwise reflect such information.

However, "Confidential Material" does not include any information that (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure in violation of this Agreement directly or indirectly by the Recipient or the Recipient's Representatives) or (ii) was available to the Recipient on a nonconfidential basis from a source other than the Provider, Developer or their agents, advisors or representatives, provided that such source was not known by the Recipient to be bound by a confidentiality agreement.

The Recipient agrees that the Confidential Material will be kept confidential by the Recipient and, except with the specific prior written consent of the Provider or as expressly otherwise permitted by the terms hereof, will not be disclosed by the Recipient to any person, other than those of the Recipient's Representatives that need to know such information solely for the purpose of evaluating the Proposed Transaction (it being understood that, before disclosing the Confidential Material or any portion thereof to such Representatives, the Recipient will inform such Representatives of the confidential nature of the Confidential Material and require that such Representatives expressly agree to be bound by the terms of this Agreement to the same extent as applicable to the Recipient). The Recipient agrees to be liable for any violations of this Agreement by the Recipient's Representatives.

The Recipient further agrees that the Recipient will not use Confidential Material for any reason or purpose other than in connection with the Proposed Transaction. In addition, without the consent of the Provider, the Recipient agrees not to disclose to any person, other than to the Recipient's Representatives that need to know in connection with evaluating the Proposed Transaction, the fact that Confidential Material has been made available to the Recipient or that the Recipient is considering the Proposed Transaction with the Provider.

If the Recipient is requested or required, by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, to disclose Confidential Material, the Recipient will provide the Provider with prompt written notice of such event so that the Provider may seek a protective order or other appropriate remedy or waive compliance with the applicable provisions of this Agreement by the Recipient. If the Provider determines to seek such protective order or other remedy, the Recipient will cooperate with the Provider in seeking such protective order or other remedy. If the Provider is unable to seek such protective order or other remedy, the Recipient shall seek it as directed by the Provider at the Provider's expense. If such protective order or other remedy is not obtained and disclosure of Confidential Material is required, or the Provider grants a waiver hereunder, the Recipient (i) may furnish that portion (and only that portion) of the Confidential Material which it is legally required to disclose and (ii) will exercise reasonable best efforts to have confidential treatment accorded any Confidential Material so furnished.

If the Proposed Transaction is not consummated or upon the written request of the Provider at any time, the Recipient will promptly deliver or cause to be delivered to the Provider or to a person designated by the Provider (or will destroy, with such destruction to be certified to the Provider in writing) all documents or other matter furnished by or on behalf of the Provider to the Recipient constituting Confidential Material, together with all copies thereof in the possession of the Recipient. In such event, all other documents or other matter constituting Confidential Material prepared by the Recipient will be destroyed, with any such destruction certified to the Provider in writing. Notwithstanding any return or destruction pursuant to this paragraph, the obligations of confidentiality and other terms contained herein shall continue to apply.

Neither the Provider nor its agents or its representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Material or any other information provided to the Recipient by or on behalf of the Provider, its agents or representatives in connection with matters contemplated hereby and the Recipient shall not, and is not entitled to, rely on the Confidential Material or any other information so provided to the Recipient by or on behalf of the Provider, except as may be otherwise expressly agreed to in a written instrument or agreement that may be entered into by the Provider and the Recipient after the date hereof. Neither the Provider nor any of its agents, representatives or affiliates shall have any liability to the Recipient or any other party resulting from the use of the Confidential Material by the Recipient. The Recipient agrees and acknowledges that the Provider has not granted the Recipient any license, copyright, or similar right with respect to any Confidential Material. In addition, Recipient agrees that if, Provider enforces Recipient's obligations hereunder, Recipient shall reimburse Provider for all costs and expenses, including attorney's fees, incurred by Provider in that regard.

This Agreement may be modified or amended only by a separate writing signed by the Provider and the Recipient expressly so modifying or amending this Agreement.

This Agreement supersedes all prior oral or written agreements or understandings that may exist between the parties hereto in respect of any Confidential Material.

This Agreement and the obligations herein shall terminate three years following the date of this Agreement.

In the event of litigation regarding this Agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this Agreement has been breached by the Recipient, then the Recipient will reimburse the Provider, promptly after demand by the Provider, for its reasonable costs and expenses (including reasonable legal

fees and disbursements) incurred in connection with enforcing this Agreement in such litigation. The Recipient also acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by the Recipient and that any such breach would cause the Provider irreparable harm. Accordingly, the Recipient also agrees that in the event of any breach or threatened breach of this Agreement, the Provider, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance.

No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.


The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect to the fullest extent permitted by law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to principles of conflicts of laws and each party hereby irrevocably submits to and accept, generally and unconditionally, the non-exclusive jurisdiction of the state, federal and appellate courts of Florida in Miami, Florida with respect to any legal action or proceedings which may be brought at any time relating in any way to this Agreement.

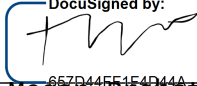
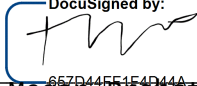
This Agreement may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

If you are in agreement with the foregoing, please sign and return one copy of this letter, which thereupon will constitute a binding agreement between us with respect to the subject matter hereof.

**OID T1 DEVELOPER, LLC**

By:  11/29/2023  
Name: Sam Mazman  
Title: Authorized Representative

Confirmed and agreed to as of the date first above written:

DocuSigned by:  
 11/29/2023  
By:   
Name: Megan Probst  
Title: Broker Associate

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_