

**CONFIDENTIALITY AGREEMENT (PUBLIC AUCTION - UCC SALE)
FOR SIGNATURE BY PROSPECTIVE BIDDER**

CBRE, Inc. (“Broker”) has been retained as exclusive broker by **Lehman Commercial Paper, Inc.** (“Seller”) in connection with a possible Uniform Commercial Code public auction of membership interests (the “Membership Interests”) in an entity that owns a minority interest in an entity that owns a development site in Costa Rica known as Playa Pelicano (the “Property”). Broker, on behalf of Seller, has agreed to make available to the undersigned “Confidential Information” (hereinafter defined) provided the undersigned agrees to all of the terms and provisions of this agreement (the “Agreement”). Accordingly, Broker, Seller and the undersigned (“Bidder”) agree as follows:

1. “Confidential Information” is all non-public or proprietary information concerning the Membership Interests or Property disclosed by or through Broker to Bidder, including, without limitation, loan documents, development, sales or marketing plans, business strategies or plans, accounting or financial information, processes, systems, data, customer information, documents, studies and other materials relating to the Membership Interests or Property, both written and oral, in whatever medium (tangible or intangible); *provided, however*, that Confidential Information shall not include information or materials which (i) become available to the public other than as a result of a disclosure by Bidder or its agents or representatives, (ii) is already in Bidder’s possession prior to the date of this Agreement, (iii) is independently created by Bidder from information or material not otherwise Confidential Information, or (iv) was or becomes available to Bidder on a non-confidential basis from a source, other than Broker, Seller or their respective representatives, provided such source is not bound by any confidentiality obligation or agreement with Broker, Seller or their representatives.
2. All Confidential Information will be used by Bidder for the sole purpose of evaluating a possible purchase of the Membership Interests and will not be used for any other purpose. Except as may be otherwise required by applicable law, all Confidential Information will be kept confidential by Bidder and not disclosed to any other parties; *provided, however*, that such information may be disclosed to Bidder’s affiliates and their respective directors, officers, employees, professional advisors, representatives and rating agencies (collectively, the “Related Parties”) as reasonably required for the evaluation of a possible purchase of the Membership Interests (it being agreed that such persons or entities shall be informed in writing by Bidder of the terms of this Agreement and, with respect to Bidder’s employees and Bidder’s affiliates, shall agree to abide by the terms hereof). Bidder shall be responsible for any breach of this Agreement by the Related Parties. Broker is not authorized to accept any confidential or proprietary information or materials or any unique or protected ideas from Bidder; accordingly, Bidder will not submit any of such information, materials or ideas to either Broker or to Seller, and if Bidder does submit any information, materials or ideas to Broker or to Seller, none of it will be deemed as confidential, proprietary or protected, and Seller may freely use any of such information, materials or ideas without compensation to anyone. The Confidential Information shall continue to be the property of Seller and Broker. Bidder and the Related Parties may not copy or duplicate the Confidential Information without Seller’s prior written consent.
3. Bidder will not contact or attempt to communicate with any media representatives, governmental employees or with any of the Seller’s employees, agents, or contractors with respect to the Membership Interests without the prior written consent of Seller. Bidder will not contact or attempt to communicate with any employees, agents or contractors of any direct or indirect parent or subsidiary of any entity which owns the Property or the membership interests being auctioned. Bidder agrees that it will not seek to gain access to any non-public areas of the Property.
4. In the event that Bidder is requested or required (by subpoena or other legal process) to disclose any information supplied to Bidder or its representatives in the course of Bidder’s dealings with Broker or Seller or their respective representatives, Bidder will provide Broker with prompt written notice of such request prior to any such disclosure so that Broker or Seller may seek an appropriate protective order and/or waive (but only by a writing signed by Broker or Seller) Bidder’s compliance with the provisions of this Agreement. In the event that Bidder declines to make an offer for the Membership Interests or terminates discussions or negotiations with

respect to the Membership Interests, Bidder will promptly destroy or return to Broker all Confidential Information delivered to Bidder without retaining any copy thereof.

5. Neither Broker, Seller, nor any of their respective representatives or advisors have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information or the condition of the Membership Interests or the Property in any manner; and neither Broker, Seller, nor their respective representatives or advisors shall have any duty or liability to Bidder or any of its representatives or advisors resulting from the Confidential Information or Bidder's use thereof. Bidder further understands and acknowledges that the information used in the preparation of the Confidential Information was furnished by Seller, may be based on information provided to Seller by the owner of the Property or the Membership Interests, and has not been independently verified by Broker or Seller. Bidder acknowledges and agrees that (i) the Confidential Information includes information pertaining to the loan encumbering the Property, the Membership Interests and other collateral for informational purposes only, (ii) the sale is not a loan sale and does not include any rights under any guaranty delivered in connection with such loan, and (iii) the sale is for the Membership Interests only. Neither Seller nor Broker is under any obligation to notify or provide any further information to Bidder or the Related Parties if either Seller or Broker becomes aware of any inaccuracy, incompleteness or change in the Confidential Information. The undersigned acknowledges that neither Seller nor any person acting on Seller's behalf, has made any representation or warranty as to the accuracy or completeness of the Confidential Information, or the suitability of the information contained therein for any purpose whatsoever, and any representation or warranty in connection therewith is expressly excluded. The Confidential Information provided to the undersigned is subject to, among other things, correction of errors and omissions, additions or deletions of terms and withdrawal. Bidder agrees that neither Seller, Broker, nor any person acting on Seller's or Broker's behalf, shall have any liability to Bidder resulting from the delivery to, or use by Bidder of the Confidential Information or otherwise with respect thereto. Bidder and the Related Parties shall rely on only their own due diligence and investigation of the Membership Interests and Property as they may deem necessary, including, but not limited to, any financial, title, environmental, physical, tenant or any other matters.
6. Broker is the only party authorized to represent Seller with respect to the marketing and sale of the Membership Interests. Bidder acknowledges that it has not had any discussion regarding the Membership Interests or Property with any other broker or agent. Bidder shall indemnify and save harmless Broker and Seller, along with their respective officers, directors, employees, agents and representatives, from and against any claim, demand, proceeding, judgment, loss, damage, liability or expenses, including reasonable attorney's fees and expenses, arising out of any claim or claims by any broker, finder, representative or other person for commissions, fees or other compensation relating to any proposed transaction involving the Membership Interests if and to the extent such claims are based in whole or in part on alleged dealings or agreements with Bidder or any of its representatives and such broker, finder, representative or other person. The terms of this paragraph shall survive the expiration or termination of this Agreement.
7. Bidder shall keep confidential the fact that negotiations or discussions are taking place regarding the Membership Interests and the terms and conditions of such negotiations and discussions. In addition, Bidder acknowledges that Broker has no power or authority to in any way bind Seller with respect to any sale or other transaction involving Seller. Neither the submission of the Confidential Information to Bidder nor any discussions, negotiations or other communications (whether written or oral) shall constitute any offer with respect to the Membership Interests. Seller shall in no way be bound or be deemed to have agreed to any such sale or transaction or be under any legal obligation to enter into a sale or transaction until such time (if any) as Seller has executed and delivered a final, written agreement to enter into any sale or transaction involving the Membership Interests under terms and conditions that are acceptable to it in its sole discretion. Accordingly, until such an agreement might be so executed and delivered (if ever), any such negotiations, discussions or communications shall be non-binding, and either party shall have the absolute right to withdraw from such negotiations, discussions or communications without any liability whatsoever to the other party (except, of course, with respect to the terms of this Agreement). Bidder acknowledges that the Membership Interests have been offered for sale subject to withdrawal of the Membership Interests from the market at any time or rejection of any offer because of the terms thereof, or for any reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever.

8. Without prejudice to their rights and remedies available hereunder or at law or in equity, in the event of a breach of this Agreement, Seller or Broker shall be entitled to equitable relief by way of temporary order, injunction or otherwise if Bidder or its representatives breach, or threaten to breach, any of the provisions of this Agreement, and no failure or delay by Broker or Seller 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 right, power or privilege hereunder. This Agreement constitutes the entire agreement among Bidder, Broker and Seller (Seller being an intended beneficiary of this Agreement) relating to the matters set forth herein and supersedes any and all prior or contemporaneous understandings among the parties hereto with respect to the subject matter hereof. This Agreement shall not be amended, modified, or supplemented except in writing executed by the parties hereto and shall be binding upon the parties hereto and their successors and assigns. This Agreement shall be governed by and interpreted and enforced in accordance with New York law and any action or proceeding brought by Seller, Broker or Bidder to interpret or enforce this Agreement or any action or proceeding otherwise arising under this Agreement shall be brought in an appropriate state or federal court in New York, New York and tried without a jury (jury trial being hereby waived). Bidder's undersigned officer, partner or representative represents and warrants to Seller and Broker that he or she is duly authorized and empowered to bind Bidder to the terms and provisions of this Agreement.
9. The term of this Agreement shall be effective until the earlier of (i) the date which is two (2) years after the date this Agreement is signed below. If Bidder is in agreement with the terms and conditions of this Agreement, please so indicate by signing below and returning this signed form to Broker.

AGREED AND ACCEPTED BY PROSPECTIVE BIDDER:

this _____ day of _____, 2013

Bidder:

Entity / Company Name: _____ [Insert Full Name of Company or Entity]

By: _____ [Signature]*

Print Name: _____

Title: _____

Company: _____

Address: _____

City, State, Zip: _____

Telephone: _____

E-mail: _____

*NOTE: By signing above, I represent that I am duly authorized and empowered to bind the company or entity indicated above to the terms of this Agreement.

**Please email the completed and signed confidentiality agreement to Steve Lehr at:
steve.lehr@cbre.com**