

Non-Disclosure Agreement

This Non-Disclosure Agreement ("**Agreement**") is effectively made this _____ day of _____, 2025 by _____ ("**Recipient**") for the benefit of First National Bank of Pennsylvania ("**Bank**"), David V. Fontana and Richard A. DuBose, Substitute Trustees (collectively, the "**Substitute Trustees**"), and Atlantic Auctions, Inc. ("**Auctioneer**").

R E C I T A L S:

R1. The Substitute Trustees, on behalf of the Bank, have scheduled a foreclosure sale ("**Foreclosure Sale**") of the property generally known as 1400 Aliceanna Street, Baltimore, Maryland ("**Property**") owned by CC 1400 Aliceanna Street LLC in connection with the foreclosure action filed in the Circuit Court for Baltimore City, Case No. C-24-CV-24-004519. The Property is improved by a partially constructed apartment/retail building.

R2. The Auctioneer has been retained by the Bank and the Substitute Trustees to market the Property and auction the Property at the Foreclosure Sale.

R4. The Recipient is interested in bidding at the Foreclosure Sale and has requested that the Auctioneer, the Bank and/or the Substitute Trustees (collectively, the "**Seller Parties**") provide the Recipient with various documents and materials relating to the Property, including, without limitation, the Order to Docket and exhibits thereto filed in the above referenced foreclosure action, property and judgment reports, lien certificates from Baltimore City, environmental study reports and executive summary reports prepared by third party vendors, UCC searches, photos, floor plans, surveys, a zoning verification letter, the original project budget and construction contract and an inspection report prepared by the Bank's project inspector (collectively, the "**Materials**").

W I T N E S S E T H:

NOW THEREFORE, in consideration of the Bank Parties providing the Recipient with copies of the Materials, the Recipient, intending to be legally bound, hereby agrees that:

1. The Seller Parties make no representations or warranties of any nature or kind, either express or implied, concerning or relating to (a) the accuracy of any information contained in any of the Materials, (b) any of the information, opinions or statements contained in any of the Materials, or (c) the condition, fitness for a particular purpose, use or value of the Property or the improvements thereon.
2. The Recipient shall be solely responsible for making its own independent investigation and determination regarding the Property, the improvements on the Property and the environmental condition of the Property. The Materials are being provided to the Recipient for informational purposes only and Recipient shall not rely on any information or opinion contained in the Materials. Recipient hereby acknowledges and agrees that it is not relying on any information, statements or opinions contained in the Materials. The Recipient assumes all risks associated with its reliance on any information, statements or opinions contained in the Materials.
3. Recipient acknowledges that the Seller Parties have not agreed, and are not agreeing, to provide the Recipient with any specific Materials or information relating to the Property. The Seller Parties shall have no obligation or duty to provide the Recipient with any report or information that the Seller Parties may have obtained or hereafter obtain with respect to the Property. The Seller Parties shall have no

obligation or duty to correct, supplement and/or update the Materials or any information or opinions in the Materials. The Seller Parties shall not owe any duty or obligation of any nature to the Recipient with respect to the Materials.

4. The Seller Parties and their respective employees, representatives and officers shall not be liable to the Recipient for any damages, losses, costs or expenses, including, without limitation, consequential damages or incidental damages, that the Recipient may incur or sustain as a result of, a consequence of or due to the Recipient's reliance upon the Materials or any information, statements or opinions contained in the Materials.
5. Recipient agrees that (a) it will hold all Materials in confidence, (b) it will not disclose any Materials to any third party, other than its officers, employees, consultants, attorneys, agents or representatives (collectively, the "**Representatives**"), and (c) Recipient and its Representatives will not publish or disseminate any of the Materials. In the event that the Recipient is not the successful bidder at the Foreclosure Sale, the Recipient shall return the Materials to the Auctioneer or destroy all copies of the Materials in the Recipient's possession.
6. This Agreement may be executed and delivered via facsimile or electronically, with all copies delivered via facsimile or electronically to be deemed to have the same force and effect as if bearing original signatures.
7. The Recipient, by signing below, agrees to be bound by the terms of this Agreement. The individual signing this Agreement on behalf of the Recipient represents and warrants to the Seller Parties that he/she has the authority to do so on behalf of the Recipient and that this Agreement is valid, binding and enforceable against the Recipient.

RECIPIENT:

_____(SEAL)
Name:
Title: