

03/18/26

#02091331

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Gulf Coast Florida  
**Trophy RV Resort Portfolio**

★★★★★ 2,500+ SITES 55+ & ALL-AGE



**UNPRICED** TARGET PRICE



#02081331 | VALEREALTY & CAPITAL ADVISORS - EASTDIL SECURED



## Presented by



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## Offering Details

Offers Due Date:

**MARCH 26<sup>TH</sup>, 2026**

Best & Final Offers Due:

**APRIL 9<sup>TH</sup>, 2026**

### LOI Outlines:

Offers should be presented in the form of a Letter of Intent, spelling out the significant terms and conditions of purchasers' offers including, but not limited to

1. Asset pricing
2. Due diligence and closing time frame
3. Earnest money deposit
4. Hard money deposit
5. Pro forma budget including CAPEX
6. Financing assumptions
7. Standard due diligence list

The purchase terms shall require all cash to be paid at closing. Offers should be delivered to the attention of James Cook with Yale Advisors or Kieran O'Shea with Eastdil





## Investment Highlights

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### Premier Southwest Florida Trophy Portfolio

- 2,500+ site, three property MH & RV portfolio in one of the most desirable coastal markets in the U.S.
- Institutional quality, 4 star assets with municipal utilities, paved sites, and robust amenity packages.

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### Clear Path to \$25M+ Gross Revenue

- Historically operated at near full occupancy with strong long term and seasonal demand.
- Pre- Hurricane gross revenue exceeded \$25M; infrastructure and operations now positioned for full recovery.

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### Substantial Infill and Lease Up Upside

- Current long term occupancy provides meaningful runway for lease up.
- Transient RV leasing will generate \$6,000 - \$8,000 per site each winter season

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### \$80M of Storm Hardened Infrastructure Upgrades

- Comprehensive rebuild including elevated pads, upgraded utilities, new paver sites, and asphalt roads.
- Two of three amenity centers fully restored at one of the properties, third approved and ready for final design by new ownership.

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### Strong Market Momentum

- Rapid recovery in tourism and local economic activity, with 10–15% YoY visitor growth.
  - Home sales in the County up 14.3% YoY, supporting long term demand for affordable coastal living.
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## Portfolio Discussion

This offering represents a generational opportunity to acquire a true trophy portfolio in one of the strongest and most resilient coastal markets in the U.S. Prior to Hurricane landfall, the three communities were fully leased and generating more than \$25 million in annual gross revenue.

Historically, this portfolio operated with nearly 100% park models or long term stays, including a meaningful percentage of manufactured housing units. Today, the smallest of the three communities is once again fully leased for the winter season, achieving monthly rates of \$1,500–\$2,000. The remaining two communities are actively selling new park models and MH units while re leasing transient inventory, signaling strong demand recovery.

Ownership has invested approximately \$80 million to restore the communities to pre-hurricane condition. All new homes are built to FEMA and county code, generally resulting in elevation at about 5' above grade. Reconstruction was guided by FEMA's 50% rule, requiring reuse of portions of the existing structures where feasible. However, all mechanical and electrical systems were rebuilt and elevated to the maximum height permitted by code, improving the resiliency against future flooding and storm surge events.

Across the portfolio, sites feature pavers/new pavement, and the quality of construction and improvements reflects a best in class standard consistent with the scale and location of the assets. With the heavy lifting complete, the next owner's focus will be on accelerating park model and MH sales and could generate additional revenue by completing the final amenities. In the interim, annual RV tenants can be brought in for \$10,000-\$15,000 per year, and vacant pads can be leased to transients, generating \$6,000–\$8,000 per winter season.

The surrounding market is experiencing a strong resurgence. Restaurants, retail, and local amenities are vibrant once again, and nearby communities are reporting increased home sales. Tourism in the county has rebounded sharply, with visitor counts up 10–15% year over year, and November home sales posted a 14.3% annual increase – further reinforcing the depth of demand for affordable coastal living.

## Portfolio Features

	ASSET #1	ASSET #2	ASSET #3
<b>Property Type</b>	MHC & RV Resort	RV Resort	RV Resort
<b>Star Rating</b>	4 Stars	4 Stars	4 Stars
<b>Age Restriction</b>	55+	55+	ALL-AGE
<b>Number of Sites</b>	1,500+/-	750+/-	250+/-
<b>MH SW/DW %</b>	23%/77%	N/A	N/A
<b>Long Term %**</b>	32%	34%	64%
<b>PM &amp; MH Inventory %</b>	2.4%	4.8%	9.0%
<b>Property Acreage</b>	200+/- Ac.	75+/- Ac.	20+/- Ac.
<b>Sites/Acre</b>	- 8 Sites/ Ac	- 11 Sites/ Ac	- 14 Sites/ Ac
<b>Average Site Dimensions</b>	35' x 60'	25' x 40'	25' x 40'
<b>Rental Income per Occupied Site</b>	\$4,788	\$3,492	\$7,479
<b>Flood Zone</b>	Zone AE	Zone AE	Zone AE
<b>HOA</b>	YES	NONE	NONE
<b>Infrastructure</b>			
<b>Water Service</b>	Municipal	Municipal	Municipal
<b>Sewer Service</b>	Municipal	Municipal	Municipal
<b>Water &amp; Sewer Line Maintenance</b>	Park Responsibility	Park Responsibility	Park Responsibility
<b>Water &amp; Sewer Meters Available</b>	Yes	Yes	Yes
<b>Water &amp; Sewer Billing</b>	Long Term Tenant Responsibility	Long Term Tenant Responsibility	Long Term Tenant Responsibility
<b>Trash Service</b>	Dumpster	Dumpster	Dumpster
<b>Trash Billing</b>	Included in Rent	Included in Rent	Included in Rent
<b>Electric Site Amperage</b>	30/50 Amp	30/50 Amp	30/50 Amp
<b>Electric Billing</b>	Direct Billed to MH	Direct Billed to MH	Direct Billed to MH
<b>Tenant Lawn Maintenance</b>	Park Responsibility	Park Responsibility	Park Responsibility
<b>Site Construction</b>	Pavers	Pavers	Pavers
<b>Road Construction</b>	Asphalt	Asphalt	Asphalt
<b>Road Maintenance</b>	Park Responsibility	Park Responsibility	Park Responsibility

\*\*Based on In-Place Projections

## Property Amenities Highlight



AMENITIES	ASSET #1	ASSET #2	ASSET #3
Swimming Pool	✓	✓	✓
Fishing Pond	✓	✓	
Clubhouse	✓	✓	✓
Shuffleboard Court		✓	✓
Pickle Ball Courts	✓	✓	✓
Dog Park	✓	✓	✓
Restrooms/Showers	✓	✓	✓
Library	✓	✓	
Billiards	✓	✓	✓
Gated	✓		
On-Site Management	✓	✓	✓
Paved Roads	✓	✓	✓
Playground			✓
Fitness Center		✓	✓
Hot Tub		✓	✓
Laundry Facility	✓	✓	✓
Driving Range		✓	
Pavilion		✓	
Volleyball Court		✓	
Tennis Court		✓	

**Property Photos (Asset #1)**

PROPERTY AERIAL	1	STREET VIEW	2	STREET VIEW	3	STREET VIEW	4
STREET VIEW	5	STREET VIEW	6	STREET VIEW	7	STREET VIEW	8



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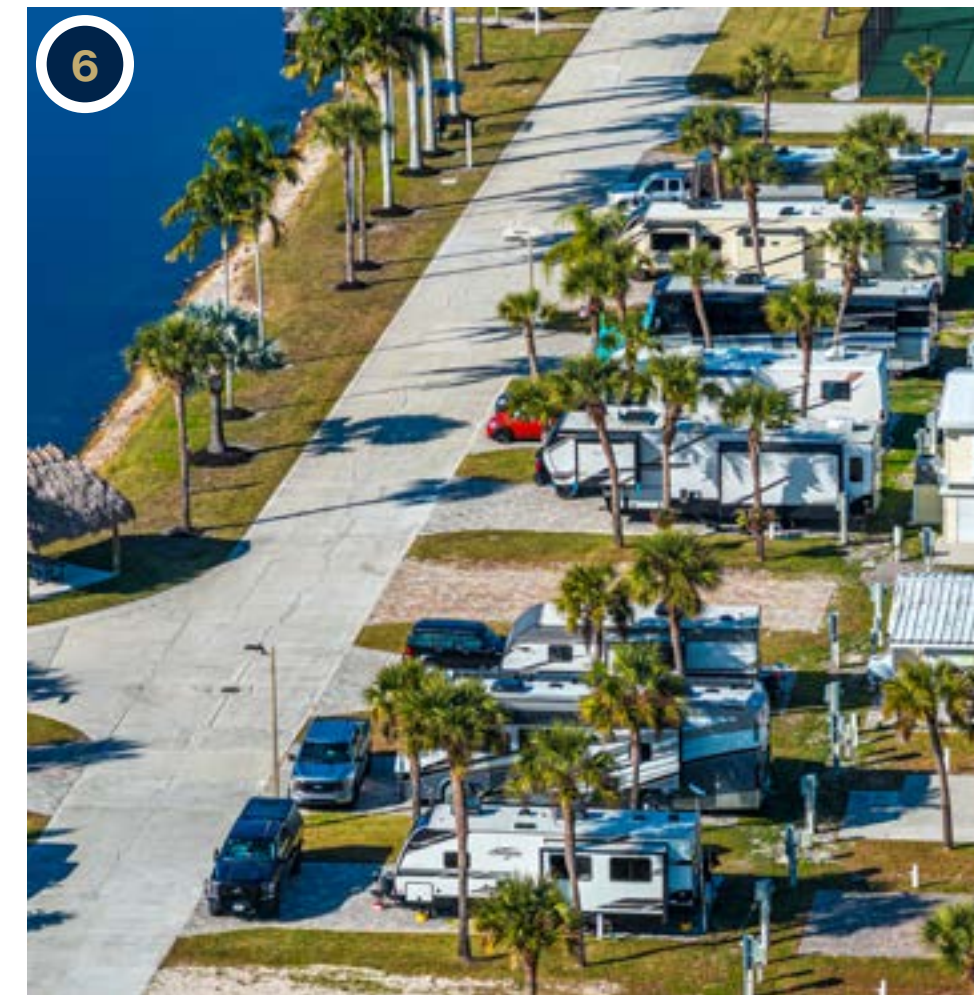
**Property Photos (Asset #2)**

PROPERTY AERIAL	1
STREET VIEW	5

PROPERTY AERIAL	2
STREET VIEW	6

STREET VIEW	3
STREET VIEW	7

STREET VIEW	4
STREET VIEW	8



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**Property Photos (Asset #3)**

PROPERTY AERIAL	1	STREET VIEW	2	STREET VIEW	3	STREET VIEW	4
STREET VIEW	5	STREET VIEW	6	STREET VIEW	7	STREET VIEW	8



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## Base Pro Forma Growth Assumptions

### START DATE & HOLD PERIOD

- Pro Forma Start Date: 1/1/2027  
- Projected Hold Period: 5+ Years

### LESS: DISCOUNTS

- Seller gives a discounted rate on new home and park model sales. This discount program burns off after 3 years with a mark to market adjustment in year 4. The budgeted discount is based on the seller's existing discounts as well as assumes the discount program will continue on new home sales until closing.

	Yr 1	Yr 2	Yr 3
Asset #1 %	4.6%	1.2%	-
Asset #2 %	5.3%	1.4%	-
Asset #3 %	1.0%	-	-

### PRO FORMA TAX PASSTHROUGH

- Budgeted increase in the property tax passthrough as a result of an increase in the MH site occupancy. In addition, we have budgeted for the MH property tax allocation to increase with the lease up of homes and sites

### GLOBAL OTHER INCOME GROWTH

- Global other income growth of 5% per year

### OFF-SITE MANAGEMENT FEES

- Budgeted to remain at 4.0% of EGI

### GLOBAL EXPENSE GROWTH

- Global expense growth of 3% per year

### REAL ESTATE TAXES

- Tax Reassessment Value: We project a 55% increase in the taxable value. We assume an allocation of 30% to goodwill and personal property and 80% of the real estate allocation will be the new assessment value. This results in 56% of the purchase price becoming the new assessment value.

- Tax Reassessment Liability: We project a \$500k tax liability upon sale beginning in Year 2.

MH ASSUMPTIONS		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Asset #1	Monthly Site Rent	\$715	\$757	\$799	\$842	\$886	
	Occupied MH Sites	108	158	208	258	308	
	MH Occupancy %	17%	25%	33%	41%	49%	
PARK MODEL ASSUMPTIONS		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Asset #1	Park Model Annual Rate	\$734	\$771	\$810	\$851	\$894	
	# of Annual Park Model	294	369	429	489	549	
	Park Model Seasonal Rate	\$665	\$698	\$733	\$770	\$809	
Asset #2	# of Seasonal Park Models	92	92	92	92	92	
	Park Model % of RV/PM Sites	48%	58%	65%	73%	81%	
	Park Model Annual Rate	\$861	\$905	\$950	\$998	\$1,048	
Asset #3	# of Annual Park Model	188	264	324	384	444	
	Park Model Seasonal Rate	\$665	\$698	\$733	\$770	\$809	
	# of Seasonal Park Models	52	52	52	52	52	
Asset #2	Short Term Rental Rev./Site	\$11,008	\$11,776	\$12,604	\$13,492	\$14,440	
	# of Short Term Rentals	4	2	2	2	2	
	Park Model % of RV/PM Sites	31%	40%	47%	55%	62%	
Asset #3	Park Model Annual Rate	\$863	\$906	\$951	\$999	\$1,049	
	# of Annual Park Model	37	51	56	61	66	
	Park Model Seasonal Rate	\$665	\$698	\$733	\$770	\$809	
Asset #3	# of Seasonal Park Models	6	6	6	6	6	
	Short Term Rental Rev./Site	\$3,815	\$4,079	\$4,367	\$4,667	\$4,991	
	# of Short Term Rentals	11	2	2	2	2	
Asset #3	Park Model % of RV/PM Sites	19%	21%	23%	25%	27%	
	LONG TERM RV ASSUMPTIONS		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	Asset #1	Annual RV Rev./Site	\$9,300	\$10,200	\$11,100	\$12,000	\$12,900
# of Annuals RV's		42	42	42	42	42	
Seasonal RV Rev./Site		\$8,508	\$9,408	\$10,308	\$11,208	\$12,108	
Asset #2	# of Seasonal RV's	43	43	43	43	43	
	Long Term RV % of RV/PM Sites	11%	11%	11%	11%	11%	
	Annual RV Rev./Site	\$11,160	\$12,060	\$12,960	\$13,860	\$14,760	
Asset #2	# of Annuals RV's	24	24	24	24	24	
	Seasonal RV Rev./Site	\$8,508	\$9,408	\$10,308	\$11,208	\$12,108	
	# of Seasonal RV's	87	87	87	87	87	
Asset #3	Long Term RV % of RV/PM Sites	14%	14%	14%	14%	14%	
	Annual RV Rev./Site	\$10,980	\$11,880	\$12,780	\$13,680	\$14,580	
	# of Annuals RV's	72	72	72	72	72	
Asset #3	Seasonal RV Rev./Site	\$8,508	\$9,408	\$10,308	\$11,208	\$12,108	
	# of Seasonal RV's	77	77	77	77	77	
	Long Term RV % of RV/PM Sites	54%	54%	54%	54%	54%	
TRANSIENT RV ASSUMPTIONS		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Asset #1	Transient Rev./Site	\$710	\$848	\$3,686	\$5,358	\$7,740	
	Transient Rev. Available Sites	579	519	459	399	339	
	ADR	\$94.46	\$94.45	\$42.97	\$49.97	\$56.97	
Asset #2	Transient Occupancy %	2.1%	2.5%	23.5%	29.4%	37.2%	
	Transient Rev./Site	\$627	\$3,680	\$5,361	\$8,148	\$9,210	
	Transient Rev. Available Sites	424	364	304	244	184	
Asset #2	ADR	\$66.43	\$43.09	\$50.08	\$57.08	\$63.45	
	Transient Occupancy %	2.6%	23.4%	29.3%	39.1%	39.8%	
	Transient Rev./Site	\$7,727	\$9,087	\$10,705	\$11,484	\$12,327	
Asset #3	Transient Rev. Available Sites	72	67	62	57	52	
	ADR	\$52.71	\$55.29	\$57.81	\$59.48	\$60.80	
	Transient Occupancy %	40.2%	45.0%	50.7%	52.9%	55.6%	
LONG TERM TO TRANSIENT MIX		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Asset #1 Long Term %		41%	50%	58%	65%	73%	
Asset #2 Long Term %		45%	54%	62%	69%	77%	
Asset #3 Long Term %		70%	75%	77%	79%	81%	
Total Long Term %		46%	54%	61%	68%	75%	

## Base 5 Year Pro Forma



	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>INCOME</b>					
Potential Rental Income	11,959,647	13,034,283	15,436,023	18,941,924	22,196,827
Rent Increase Income	914,100	2,232,227	3,327,414	3,066,862	2,705,847
Lease Up	466,716	1,357,074	2,064,096	2,679,096	3,350,592
Pro Forma Conversion to Park Model Annuals	540,422	1,443,833	1,877,848	1,888,287	1,777,563
Pro Forma Tax Passthrough Income	8,622	17,244	25,866	34,488	43,110
Pro Forma Utility Passthrough Income	435,800	740,596	1,180,046	1,651,021	2,046,778
<b>LESS: DISCOUNTS</b>	<b>(425,064)</b>	<b>(150,484)</b>			
<b>LESS: VACANCY</b>	<b>(3,207,960)</b>	<b>(3,368,496)</b>	<b>(3,538,008)</b>	<b>(3,716,496)</b>	<b>(3,904,536)</b>
Other Income	245,500	257,775	270,664	284,197	298,407
<b>EFFECTIVE GROSS INCOME</b>	<b>10,937,784</b>	<b>15,564,053</b>	<b>20,643,948</b>	<b>24,829,379</b>	<b>28,514,587</b>
<b>EXPENSES</b>					
Advertising	215,000	221,450	228,094	234,936	241,984
Auto Expense	25,000	25,750	26,523	27,318	28,138
Cable, Phone, Internet	76,200	78,486	80,841	83,266	85,764
Electric	414,075	583,961	742,092	880,748	992,245
General & Administrative	36,350	37,441	38,564	39,721	40,912
General & Administrative - CC Fees	60,900	85,070	111,292	132,815	151,846
Insurance	360,000	370,800	381,924	393,382	405,183
Licenses & Permits	27,600	28,428	29,281	30,159	31,064
Meals, Travel, & Entertainment	9,000	9,270	9,548	9,835	10,130
Off-Site Management Fees	437,511	622,562	825,758	993,175	1,140,583
Payroll Expense	1,639,650	1,688,840	1,739,505	1,791,690	1,845,441
Professional Fees	20,000	20,600	21,218	21,855	22,510
Propane	80,250	82,658	85,137	87,691	90,322
Real Estate Taxes	1,068,923	1,100,991	1,134,021	1,168,041	1,203,083
Real Estate Taxes Reassessment		265,512	273,477	281,682	290,132
Repairs & Maintenance	689,750	950,384	1,243,478	1,484,889	1,699,625
Replacement Reserves	125,250	129,008	132,878	136,864	140,970
Supplies	6,700	6,901	7,108	7,321	7,541
Tenant Relations	33,500	34,505	35,540	36,606	37,705
Trash	312,500	321,875	331,531	341,477	351,722
Water & Sewer	1,049,000	1,456,280	1,955,208	2,358,601	2,729,037
Lease Up Operational Expense	178,568	620,862	1,031,545	1,244,641	1,355,619
<b>TOTAL EXPENSES</b>	<b>6,865,728</b>	<b>8,741,633</b>	<b>10,464,562</b>	<b>11,786,713</b>	<b>12,901,556</b>
<b>NET OPERATING INCOME</b>	<b>4,072,056</b>	<b>6,822,420</b>	<b>10,179,386</b>	<b>13,042,666</b>	<b>15,613,032</b>
<b>LESS: ANNUAL DEBT SERVICE</b>	<b>(8,168,500)</b>	<b>(8,168,500)</b>	<b>(8,168,500)</b>	<b>(8,168,500)</b>	<b>(8,168,500)</b>
<b>NET CASH FLOW</b>	<b>(4,096,444)</b>	<b>(1,346,080)</b>	<b>2,010,886</b>	<b>4,874,166</b>	<b>7,444,532</b>

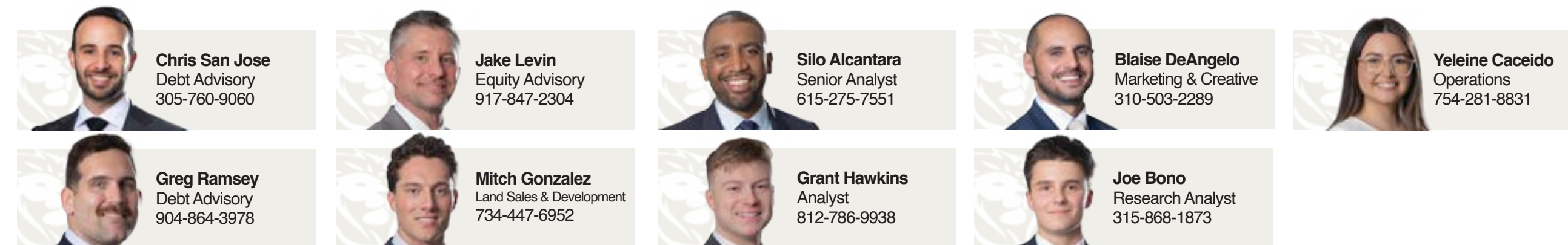
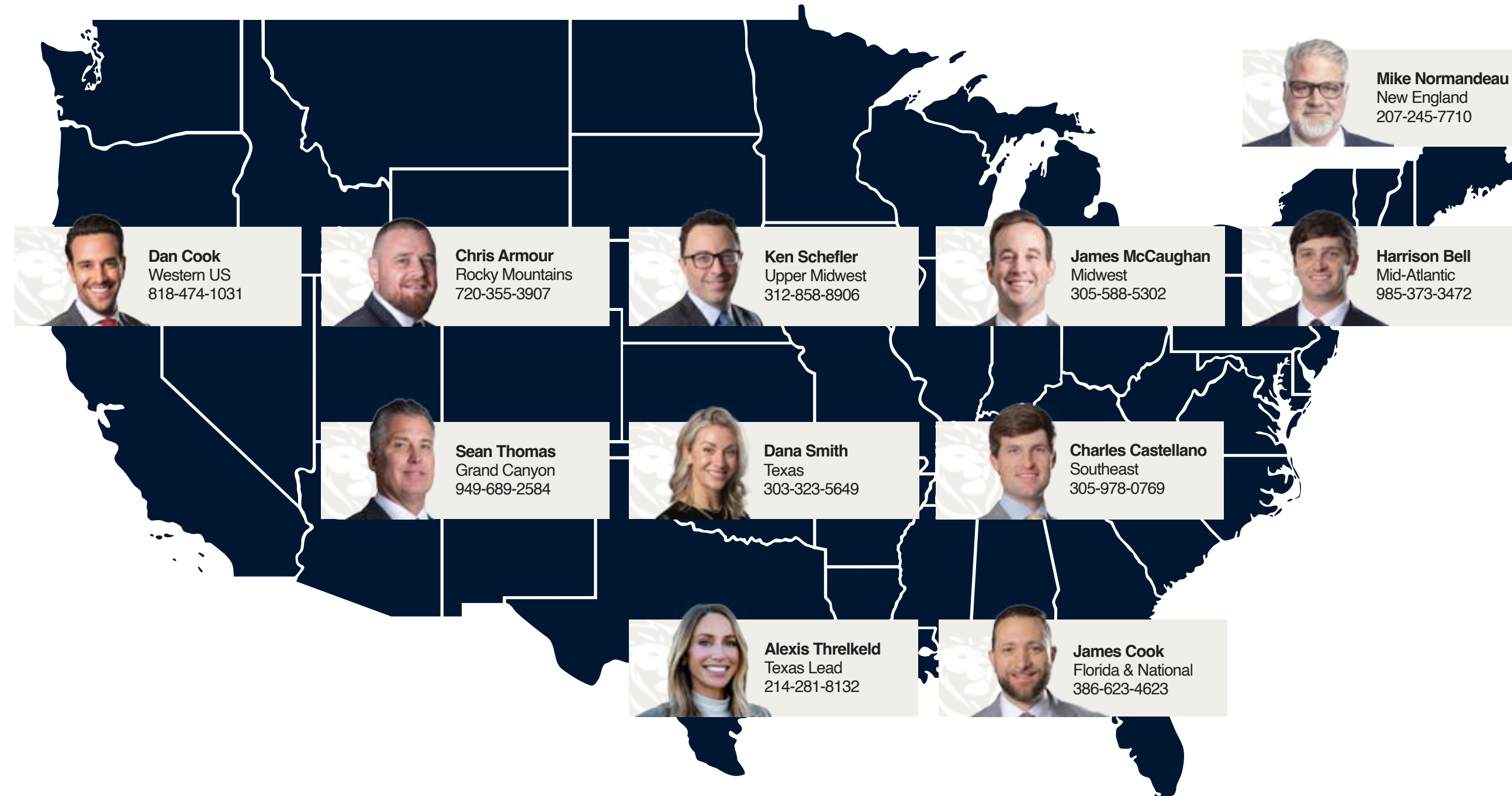
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Sites

Since 2016

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Transaction Volume

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6 EMEA  
13 USA  
2 ASIA

**21** GLOBAL LOCATIONS

# Non-Disclosure Confidentiality Agreement



This Confidentiality Agreement (the “Agreement”) dated \_\_\_\_\_, 2026, is executed and delivered by [\_\_\_\_\_] (“Recipient”) in favor of Sun Communities, Inc., a Maryland corporation, and its subsidiaries (collectively, “Sun”).

The Recipient has been advised that Eastdil Secured, L.L.C. (“Eastdil”) and Yale Realty Advisors, Inc. (“Yale”), collectively, the “Advisors,” have been retained on an exclusive basis by Sun with respect to the solicitation of offers for the purchase of an RV community portfolio known as the Trophy RV Resort Portfolio (the “Potential Acquisition”) located at various addresses in the Gulf Coast of Florida. Sun has indicated that all inquiries and communications with respect to the contemplated sale of such Portfolio be directed to the Advisors. All fees due the Advisors in connection with the sale of the Portfolio shall be paid by Sun. The Recipient hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Portfolio and agrees that it will not look to Sun or the Advisors for any fees or commissions in connection with the sale of the Portfolio. The Recipient also hereby acknowledges that it has not dealt with any broker, other than Eastdil or Yale, regarding the acquisition of the Portfolio, or if it has, the Recipient hereby agrees to indemnify Sun and the Advisors against any compensation, liability or expense, arising from claims by any other broker or other party the Recipient had dealings with (excluding the Advisors) in connection with the sale of the Portfolio.

In connection with the Potential Acquisition by Recipient from Sun, Recipient has requested that Sun provide it with certain information relating to the Portfolio, Sun and its assets and business. As a condition to Sun’s providing Recipient with such information, Recipient has agreed to enter into this Agreement.

The Recipient agrees as follows:

1. Confidential Information. “Confidential Information” means all confidential, non-public or proprietary information or material disclosed by Sun, Eastdil, or Yale to Recipient or its affiliates, potential financing sources, advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) of any of the foregoing and its and their respective directors, officers, partners, members, employees and agents (collectively, the “Representatives”), before or after the date of this Agreement, whether or not labeled as confidential or proprietary, either orally or in writing, about or in connection with the Portfolio or Sun or its business or assets, including, without limitation, any notes, analyses, compilations, studies or other material or documents prepared by Recipient or its Representatives that contain, reflect or are based, in whole or in part, on the Confidential Information. “Confidential Information” does not include information that (i) is or becomes publicly available (other than as a result of a disclosure by Recipient or its Representatives in violation of the terms of this Agreement), (ii) was within the possession of Recipient before the date of this Agreement if received from a source other than Sun, provided that the source of such information was not bound by an agreement or obligation of confidentiality with respect to such information, or (iii) becomes available to Recipient from a source other than Sun, provided that that source is not bound by an agreement or obligation of confidentiality with respect to such information.

2. Confidentiality. Recipient agrees that (i) it and its Representatives will use the Confidential Information solely in connection the evaluation and consummation of the Potential Acquisition, (ii) it and its Representatives will keep the Confidential Information confidential for a period expiring one year after the last date Sun delivers Confidential Information to Recipient, and (iii) except as provided in this Agreement, neither it nor its Representatives will disclose any of the Confidential Information in any manner whatsoever to any person; provided, however, that Recipient may disclose Confidential Information (y) to such of its Representatives who need such information for the sole purpose of evaluating and consummating the Potential Acquisition and who agree to keep such information confidential and otherwise to comply with all of the terms hereof, and (z) in all other cases, to the extent that Sun gives its prior written consent to such disclosure. Recipient agrees that it will be responsible for any breach of this Agreement by its Representatives. Recipient agrees to take, at its sole cost and expense, all necessary measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information (including, without limitation, the initiation of court proceedings).

If Recipient or any of its Representatives is required by any law, rule, regulation, professional standard, court or governmental authority or pursuant to a judicial or governmental request, requirement or order (“Law”) to disclose Confidential Information, Recipient shall, to the extent permitted by Law, promptly notify Sun and take reasonable steps, at Sun’s cost and expense, to assist Sun in contesting such request, requirement or order or otherwise protecting Sun’s rights. If, in the absence of a protective order or other remedy or a waiver by Sun, Recipient or a Representative is nonetheless, on the advice of counsel, compelled by Law to disclose Confidential Information it may disclose only that portion of the Confidential Information that such counsel advises it is required by Law to be disclosed. Notwithstanding the foregoing, if Recipient or a Representative discloses Confidential Information under the terms of this paragraph, it shall, at Sun’s cost and expense, exercise its reasonable best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating reasonably with Sun (at Sun’s cost and expense) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

Upon request by Sun at any time, Recipient shall return promptly to Sun or destroy, at Sun’s option, all tangible materials in the possession or control of Recipient and its Representatives that disclose or contain Confidential Information. Notwithstanding anything contained herein to the contrary, neither Recipient nor its Representatives are required to destroy any computer records or files containing Confidential Information which have been created pursuant to automatic archiving and back-up procedures or the retention of which is otherwise required by applicable Law. Notwithstanding the return or destruction of the Confidential Information, Recipient and its Representatives shall continue to be bound by their obligations hereunder.

3. Disclosure of Potential Acquisition. Except as provided below, without the prior written consent of Sun, Recipient and its Representatives shall not disclose to any other person the facts that (i) the Confidential Information has been made available by Sun to Recipient, or (ii) discussions or negotiations are taking, or have taken, or may take place concerning the Potential Acquisition, or any of the terms, conditions or other facts with respect to the Potential Acquisition.  
180 days after the last date Sun delivers Confidential Information to Recipient.

# Non-Disclosure Confidentiality Agreement



4. Material Inside Information. Recipient and its Representatives could be subject to fines, penalties and other liabilities under applicable securities laws if any of them trades in the securities of Sun while in nonpublic information, or otherwise). Without limiting the foregoing, Recipient and its Representatives shall not trade in any securities of Sun during the period beginning on the date of this Agreement and ending 180 days after the last date Sun delivers Confidential Information to Recipient.

5. Non-Solicitation of Employees. During the 18-month period ending after the last date Sun delivers Confidential Information to Recipient, Recipient and its Representatives shall not solicit for employment or engagement, or employ or engage, any employee of Sun and with whom Recipient has had contact during the consideration of, negotiation of or due diligence with respect to the Potential Acquisition; provided, however, that Recipient shall not be precluded from soliciting or hiring (a) any such person who responds to a general or public solicitation not targeted at such persons (including by a bona fide search firm) or (b) at or after the closing of the Potential Acquisition, employees of Sun who are located on-site at the Portfolio.

6. Remedies. Recipient understands and agrees that money damages may not be a sufficient remedy for any breach of this Agreement by it or its Representatives and that Sun shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity to Sun.

7. No Obligation to Complete Transaction; No Representations. This Agreement does not constitute a binding agreement or obligation to consummate any transaction between Sun and Recipient and no agreement relating to any transaction between them shall be deemed to exist unless and until they negotiate, execute and deliver a final and definitive written agreement with respect thereto. Recipient understands that Sun makes no representations or warranties regarding the accuracy or completeness of the Confidential Information.

8. Miscellaneous. This Agreement shall be binding upon Recipient and its successors and permitted assigns and inure to the benefit of, and be enforceable by, Sun and its successors and assigns, provided that Recipient may not assign this Agreement without the prior written consent of Sun. This Agreement constitutes the complete agreement of Recipient with respect to the subject matter hereof and supersedes all prior agreements with respect to such subject matter. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Michigan, without giving effect to its conflict of law principles. The state and federal courts sitting in the State of Michigan shall have exclusive jurisdiction over any and all disputes arising out of or relating to this Agreement. Recipient irrevocably and unconditionally (a) consents to the exclusive jurisdiction of such courts in respect of any action, suit or proceeding arising out of or relating to this Agreement, (b) waives any defense of lack of personal jurisdiction in such courts in respect of any action, suit or proceeding arising out of or relating to this Agreement, and (c) waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision is held to be invalid, illegal or unenforceable under any applicable law or rule in any jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of this Agreement. This Agreement may not be terminated, modified or amended except by a written agreement signed by Sun. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature by Sun. Photostatic or facsimile reproductions of this Agreement may be made and relied upon to the same extent as originals.

IN WITNESS WHEREOF, the Recipient has executed and delivered this Confidentiality Agreement as of the date first written above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Company

\_\_\_\_\_  
Phone

[>> Click Here to Sign Electronic NDA](#)