

LEGAL NOTICES & DISCLAIMERS

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

619 Brickell Condominium a/k/a 619 BRICKELL BY NOBU · FOSTER + PARTNERS

THE CONDOMINIUM IS NOT OWNED, DEVELOPED, OR SOLD BY NH DOWNTOWN MIAMI LLC, NOBU HOSPITALITY LLC, OR ANY OF THEIR AFFILIATES (COLLECTIVELY, "NOBU"). THE DEVELOPER USES THE NOBU NAME, TRADEMARKS, AND TRADE NAMES UNDER A LIMITED, NON-TRANSFERABLE LICENSE FROM NH DOWNTOWN MIAMI LLC, WHICH LICENSE PERMITS THE CONDOMINIUM TO BE KNOWN AS **619 BRICKELL BY NOBU · FOSTER + PARTNERS**. NOBU HAS NOT CONFIRMED OR VERIFIED THE ACCURACY OF ANY OF THE STATEMENTS, REPRESENTATIONS, OR INFORMATION CONTAINED HEREIN AND EXPRESSLY DISCLAIMS ANY LIABILITY IN CONNECTION WITH THE SAME. There is no guarantee that the Condominium will be known, or always known, as a Nobu branded Condominium and no representations are made in that regard. In deciding to purchase a Unit in the Condominium, purchaser expressly agrees that it has not relied on any particular brand affiliation or the maintenance of any particular brand affiliation. Restaurants, poolside cafes and other culinary experiences are anticipated to be operated from the commercial components of the Condominium which will be offered for sale to third parties. Determination regarding use of the commercial components will be in the discretion of the purchasers of those spaces and there is no assurance that they will be used for the purposes, and/or with the operators, named herein. Restaurants and/or any operators of same referenced herein are subject to change at any time, and no representations regarding restaurants, businesses and/or operators within the project may be relied upon. Ongoing use of the Nobu logos and concepts, including, without limitation, Nobu branded food and beverage services and amenities within the condominium common element amenities are subject to a license agreement with Nobu and/or its affiliates being entered into and maintained by the Association. There is no guarantee that any such agreement will be entered into or if entered into, that same will remain in perpetuity. There is no guarantee of any proposed brand and/or branded amenities (even if a brand agreement is entered into and maintained), artwork, designers, contributing artists, interior designers, fitness facilities, or restaurants.

("EHO Symbol") This is not intended to be an offer to sell, or solicitation to buy, condominium units to residents of any jurisdiction where prohibited by law, and your eligibility for purchase will depend upon your state of residency. This offering is made only by the prospectus for the condominium and no statement should be relied upon if not made in the prospectus. This Condominium is being developed by **13K-BP Brickell Owner, LLC, a Delaware limited liability company** ("Developer"), which has a limited right to use the trade names, marks, and logos of: (1) 13th Floor Investments (13th Floor) and (2) Key International ("Key"); Any and all statements, disclosures and/or representations shall be deemed made by Developer and not by 13th Floor, Key or any of its or their affiliates and any purchaser agrees to look solely to Developer with respect to any and all matters relating to the marketing and/or development of the Condominium and with respect to the sales of units in the Condominium. The sketches, renderings, graphic materials, plans, specifications, terms, conditions and statements contained in this brochure are proposed only, and the Developer reserves the right to modify, revise or withdraw any or all of same in its sole discretion and without prior notice. All improvements, designs and construction are subject to first obtaining the appropriate federal, state and local permits and approvals for same. These drawings and depictions are conceptual only and are for the convenience of reference and including artists renderings. They should not be relied upon as representations, express or implied, of the final detail of the residences or the Condominium. The Developer expressly reserves the right to make modifications, revisions, and changes it deems desirable in its sole and absolute discretion. All depictions of appliances, counters, soffits, floor coverings and other matters of detail, including, without limitation, items of finish and decoration, are conceptual only and are not necessarily included in each Unit. The photographs contained in this brochure may be stock photography or have been taken off-site and are used to depict the spirit of the lifestyles to be achieved rather than any that may exist or that may be proposed, and are

merely intended as illustrations of the activities and concepts depicted therein. The Condominium views will vary depending on the Unit purchased. No view is guaranteed. All residence features and building amenities are subject to change, including, without limitation, changes in manufacturers, brands, amenities, services and/or the design team. Certain finishes, furnishings and services, may not be included with the purchase of a unit, and if provided, may be upgrades or extras and require additional payments. Consult the Condominium Documents and your purchase agreement for a description of those features/items which are to be included in the units. Dimensions and square footages and ceiling heights are approximate and may vary based on final permitting and actual construction. Additionally, ceiling heights are measured from top of slab to top of slab and exclude areas where any soffits, moldings, drop and/or suspended ceilings and/or light fixtures may be installed. As such, the referenced ceiling height may not represent actual ceiling clearance. Neighborhood attractions, and/or venues referenced and/or identified in this publication are off-site and not controlled by the Developer. They are accurate as of the date of this publication, however there is no guarantee that they will continue to exist or that there won't be changes and/or substitutions of same. The project graphics, renderings and text provided herein are copyrighted works owned by the developer. All rights reserved. Unauthorized reproduction, display or other dissemination of such materials is strictly prohibited and constitutes copyright infringement. The wellness amenities described herein, including but not limited to any hyperbaric chambers or cryotherapy equipment, are intended solely for general wellness and recreational purposes and are not intended to diagnose, treat, cure, or prevent any disease or medical condition. You are advised to consult with a qualified healthcare provider prior to use. Any references to potential health, recovery, or longevity benefits are general in nature and not guaranteed. Individual experiences may vary. Access may be limited, subject to reservation systems, additional fees, or operational restrictions. Use of wellness equipment is voluntary and at the user's sole risk. Users are responsible for complying with all posted guidelines, manufacturer instructions, and eligibility requirements, including consultation with a healthcare provider where appropriate. Consult your doctor or other appropriate healthcare professional for matters regarding health, wellness and medical advice. No real estate broker is authorized to make any representations or other statements regarding the projects, and no agreements with, deposits paid to or other arrangements made with any real estate broker are or shall be binding on the developer. The purchase of real estate is a significant decision. Developer makes no representations concerning any potential for future profit, any future appreciation in value, any income potential, tax advantages, depreciation or investment potential regarding acquiring a unit, nor any monetary or financial advantages related to the same. No statements or representations are made regarding the economic or tax benefits to be derived, if any, by the buyer from acquiring and/or owning a unit. All prices are subject to change at any time and without notice, and do not include optional features or premiums for upgraded units. From time to time, price changes may have occurred that are not yet reflected on this brochure. Please check with the sales center for the most current pricing. The Developer taking part in the public offering or sale of units in the offering of 619 BRICKELL CONDOMINIUM (the "Condominium") are not incorporated in, nor do they currently maintain an office within, the State of New York. Unless the offering of any cooperative interest in real estate is otherwise qualified under applicable New York law as described below, The offering of a unit the CONDOMINIUM IS neither made in the State of New York nor made to the residents of the State of New York. Until such time as all registration and filing requirements under the Martin Act and the Attorney General's regulations are complied with; a written exemption is obtained pursuant to an application and such is granted pursuant to and in accordance with the Cooperative Policy Statements #1, #7, or #12; or a "No-Action" request is granted (i.e., the offering has been "qualified" under New York law), no offering for sale of a unit in the Condominium will be directed to any person or entity in or from the State of New York by or on behalf of the Developer or anyone acting on behalf of the Developer or anyone acting with the Developer's knowledge, nor will any activities by the Developer under such circumstances target New York State residents. These disclosures have been made to ensure that the Developer has taken adequate measures to notify residents of the State of New York that it will not offer property that has not been previously qualified for sales in New York in or from the State of New York.

