

**LEGAL NOTICES AND DISCLAIMERS**

**and**

**Website Terms of Use**

**[www.619Brickell.com](http://www.619Brickell.com)**

**YOUR USE OF THIS WEBSITE (the "Site") CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS PROVIDED HEREIN.** These Website Terms of Use ("Terms of Use") describe the terms pursuant to which 13K-BP BRICKELL OWNER LLC, a Delaware limited liability company (referred to in these Terms of Use as the "Company," the "Developer," "we," "us" and "our") provides the website located at [www.619Brickell.com](http://www.619Brickell.com) (the "Site"). We prepared these Terms of Use to help explain the terms that apply to your use of the Site. We may modify the Terms of Use as well as discontinue, withdraw, replace or change any content or services offered via the Site at any time and your continued access and use of the Site thereafter constitutes your acceptance of such changes. You may view the most up-to-date version of the Terms of Use at any time at [www.619Brickell.com](http://www.619Brickell.com). These Terms of Use incorporate our Privacy Policy, which is posted at <https://www.619Brickell.com/privacy-policy/>, which explains and provides information regarding our collection, processing and use of personal information and your rights with respect thereto.

**If you do not agree to these Terms of Use, please do not use this Site.**

**NOTICES AND 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**

***NOTHING CONTAINED IN THIS WEBSITE IS INTENDED OR SHALL BE DEEMED TO BE AN OFFER TO SELL REAL ESTATE OR REAL ESTATE SECURITIES TO RESIDENTS OF THE STATE OF NEW YORK. IN FURTHERANCE OF THE FOREGOING, 13K-BP BRICKELL OWNER LLC, A DELAWARE LIABILITY COMPANY ("SPONSOR"), HEREBY DISCLOSES THE FOLLOWING: (A) NEITHER SPONSOR, NOR ITS PRINCIPAL(S) TAKING PART IN THE PUBLIC OFFERING OR SALE ARE INCORPORATED IN, LOCATED IN, OR RESIDENT IN THE STATE OF NEW YORK, (B) THE OFFERING IS NEITHER MADE IN THE STATE OF NEW YORK NOR MADE TO THE RESIDENTS OF THE STATE OF NEW YORK, (C) THE OFFERING IS NOT DIRECTED TO ANY PERSON OR ENTITY IN THE STATE OF NEW YORK BY, OR ON BEHALF OF, SPONSOR OR ANYONE ACTING WITH SPONSOR'S KNOWLEDGE; AND (D) NO OFFERING OR PURCHASE OR SALE OF THE SECURITY OR ANY UNIT SHALL TAKE PLACE AS A RESULT OF THIS OFFERING IN NEW YORK OR WITH A RESIDENT OF THE STATE OF NEW YORK, UNTIL ALL REGISTRATION AND FILING REQUIREMENTS UNDER THE MARTIN ACT AND THE NEW YORK ATTORNEY GENERAL'S REGULATIONS ARE COMPLIED WITH; A WRITTEN EXEMPTION IS OBTAINED PURSUANT TO AN APPLICATION IS GRANTED PURSUANT TO AND IN ACCORDANCE WITH COOPERATIVE POLICY STATEMENTS #1, #7 or #12; OR A "NO-ACTION" REQUEST IS GRANTED.***

**NOTHING ON THIS SITE IS INTENDED AS AN OFFER TO SELL, OR SOLICITATION OF OFFERS TO BUY, CONDOMINIUM UNITS IN ANY JURISDICTION WHERE SUCH OFFER OR SOLICITATION CANNOT BE MADE OR ARE OTHERWISE PROHIBITED BY LAW, AND YOUR ELIGIBILITY TO PURCHASE WILL DEPEND ON YOUR STATE OF RESIDENCY. SUCH AN OFFERING SHALL ONLY BE MADE PURSUANT TO THE OFFERING DOCUMENTS (THE "OFFERING DOCUMENTS") FOR THE CONDOMINIUM AND NO STATEMENTS SHOULD**

**BE RELIED UPON UNLESS MADE IN THE OFFERING DOCUMENTS OR IN THE APPLICABLE PURCHASE AGREEMENT. IN NO EVENT SHALL ANY SOLICITATION, OFFER OR SALE OF A UNIT IN THE CONDOMINIUM BE MADE IN, OR TO RESIDENTS OF, ANY STATE OR COUNTRY IN WHICH SUCH ACTIVITY WOULD BE UNLAWFUL. THIS IS NOT AN OFFER TO SELL NOR A SOLICITATION TO PURCHASE A CONDOMINIUM UNIT DIRECTED TO ANY PERSON WHERE SUCH AN OFFER OR SOLICITATION IS PROHIBITED BY LAW UNLESS THE CONDOMINIUM IS REGISTERED IF REQUIRED OR EXEMPT.**

**Notice Regarding Dispute Resolution: These Terms of Use contain provisions that govern how claims related to the Site you and we may have against each other are resolved (see Section 7 below), including an agreement and obligation to arbitrate disputes, which will, subject to limited exceptions, require you to submit claims you have against us to binding arbitration, unless you opt-out in accordance with Section 7(E). Unless you opt-out of arbitration: (A) you will only be permitted to pursue claims against us on an individual basis, not as part of any class or representative action or proceeding and (B) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.**

The Site is provided for information purposes only. This Site is meant to be used as an overview of the 619 Brickell Condominium project (the "Project") and in no way whatsoever should the information contained in this Site be relied on for financial, tax, accounting, investment, business or legal advice. All items are subject to modification, change and/or being withdrawn at any time in the sole discretion of 13K-BP BRICKELL OWNER LLC, the developer of the Project (the "Developer").

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 NOBU RESIDENCES. 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.

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.

Any and all statements, disclosures and/or representations shall be deemed made by Developer and not by the Brand Owner or by 13<sup>th</sup> Floor Investments, LLC (“13<sup>th</sup> Floor Investments”) and you agree to look solely to the Developer (and not to the Brand Owner or 13th Floor Investments or its other affiliates) 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 Brand Owner has no responsibility or liability to any party regarding the offering, sale, development, construction or management of the project. The Brand Owner has not confirmed the accuracy of any marketing, offering or sales materials, prospectus, offering circulars or other similar documents provided or used by the Developer. The Brand Owner is not part of or an agent for the Developer and is not acting as broker, finder or agent in connection with the offer or sale of the units at the Project. Purchasers shall have no right to use or interest in the Licensed Marks. Purchasers will be required to acknowledge that their decision to enter into a purchase agreement for purchase of a unit at the project was not based on the continued relationship, existence or availability of the Licensed Marks or the Brand Owner, in connection with the Project or the condominium.

You waive and release the Brand Owner and 13th Floor Investments from and against any liability with respect to or in any way relating to: (I) any representations or defects or any claim whatsoever, relating to the marketing, offering, sale, design, construction or management of the Project or any unit therein, or the condominium, (II) the termination of the License Agreements for any reason, and (III) termination and cessation at or in relation to the Project or the condominium of use of the Licensed Marks. Nothing herein shall limit or impair the rights of a purchaser against the Developer under Florida Statutes, Section 718.506.

The Developer, its subsidiaries, affiliates, contractors, agents, employees, licensees, and/or assigns are in no way responsible or liable for any damages whether they be direct, indirect, punitive, special, consequential, contribution or indemnity of any kind whatsoever, however caused, arising out of the use or non-availability of this Site. Additionally, access to third-party Internet sites linked to this Site are at the user’s own risk and Developer is not responsible for the accuracy or reliability of any information, opinion, advise, statements or transactions made on such sites.

The Project graphics, renderings and text provided herein are copyrighted works owned by the Developer or its licensors. © 2026, 13K-BP BRICKELL OWNER LLC or its licensors. All rights reserved. Unauthorized reproduction, display or other dissemination of such materials is strictly prohibited and constitutes copyright infringement. Additionally, this Site may contain or reference trademarks, copyrighted materials, trade secrets, technologies, products, processes or other proprietary rights of the Developer and/or other parties. No license to or right in any such trademarks, copyrighted materials, trade secrets,

technologies, products, processes and other proprietary rights of the Developer and/or other parties is granted to or conferred upon you.

All communications or material transmitted by you through this Site shall be treated as non-confidential and non-proprietary. Any information posted on this Site is the property of the Developer and may be used for purposes, including, without limitation, reproduction, disclosure, transmission, broadcast and posting. Please do not use e-mail to send us transaction instructions. Site visitors who choose to send e-mail messages to the Developer or its affiliates that contain confidential, private or personal information do so entirely at their own risk.

No real estate broker is authorized to make any representations or other statements regarding the Project, and no agreements with, deposits paid to or other arrangements made with any real estate broker are or shall be binding on the Developer. Please refer to the Developer's official Project brochures, this Site and materials and the documents furnished by the Developer pursuant to state law for information regarding the Project.

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 herein or in other materials for the Project. Please check with the sales center for the most current pricing.

The sketches, renderings, graphic materials, plans, specifications, terms, conditions and statements contained herein 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. No guarantees or representations whatsoever are made that any plans, features, amenities or facilities will be provided or, if provided, will be of the same type, size, location or nature as depicted or described herein. Any drawings and depictions in this Site are conceptual only and are for the convenience of reference. They should not be relied upon as representations, express or implied, of the final detail of the residences. The Developer expressly reserves the right to make modifications, revisions, and changes it deems desirable in its sole and absolute discretion. All depictions of fixtures, appliances, counters, soffits, floor coverings and other matters of detail, finishes and decoration are conceptual only and are not necessarily included in each unit in the condominium (a "Unit"). All such materials are not to scale and are shown solely for illustrative purposes. There may be finishes available to purchase as an upgrade to your Unit. Consult your Agreement and the Offering Documents for the items included with the Unit. All Unit features and building amenities are subject to change, including, without limitation, changes in manufacturers, brands, amenities, services and/or the design team. Without limiting the generality of the foregoing, the Developer reserves the right to substitute any of the foregoing with items of similar or better value, in the Developer's opinion. Dimensions and square footage and ceiling heights are approximate and may vary with actual construction.

Stated dimensions are measured to the exterior boundaries of the exterior walls and the centerline of interior demising walls and in fact vary from the dimensions that would be determined by using the description and definition of the "Unit" set forth in the Declaration (which generally only includes the interior airspace between the perimeter walls and excludes interior structural components). For your reference, the area of the Unit, determined in accordance with those defined unit boundaries, is set forth in the condominium Declaration. Note that measurements of rooms set forth on this floor plan are generally taken at the greatest points of each given room (as if the room were a perfect rectangle),

without regard for any cutouts. Accordingly, the area of the actual room will typically be smaller than the product obtained by multiplying the stated length times width. All dimensions are approximate and may vary with actual construction, and all floor plans and development plans are subject to change.

The photographs contained in this Site 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. Any view from any unit or from other portions of the property may in the future be limited or eliminated by future development or circumstances or events beyond our control and the Developer in no manner guarantees the continuing existence of any view.

Any and all references to and/or renderings of other proposed projects or nearby facilities depicted are proposed only, are not constructed, and are not being developed by the Developer. As such, the Developer has no control over those projects or facilities and there is no guarantee that they will be developed, or if so, when and what they will consist of. The information provided herein regarding other proposed projects or facilities depicted was obtained from newspaper articles and other public information and Developer makes no representations as to same. There is no guarantee that any or all such off-site attractions, shopping venues, restaurants, and activities will exist as depicted, or that there would not be changes or substitutions of the attractions and venues nearby.

Any restaurants and other business establishments and/or any operators of same referenced on the Site are subject to change at any time, and no representations regarding restaurants, businesses and/or operators within the Project may be relied upon. Any such restaurants, and/or other business establishments, if located at the Project, would be operated from commercial components of the Project which may be offered for sale to third parties. Except as may be otherwise provided in the offering materials, the use of commercial spaces will be in 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.



WE ARE PLEDGED TO THE LETTER AND SPIRIT OF U.S. POLICY FOR THE ACHIEVEMENT OF EQUAL HOUSING THROUGHOUT THE NATION. WE ENCOURAGE AND SUPPORT AN AFFIRMATIVE ADVERTISING, MARKETING AND SALES PROGRAM IN WHICH THERE ARE NO BARRIERS TO OBTAINING HOUSING BECAUSE OF RACE, COLOR, SEX, RELIGION, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

#### **Additional Terms**

1. Updates to these Terms of Use. We may modify these Terms of Use from time to time. If you do not agree with the proposed changes, you should discontinue your use of the Site. If you continue using the Site after the new terms take effect, you will be bound by the modified Terms of Use.
2. Privacy Policy. In connection with your use of the Site, please review our Privacy Policy, located at <https://www.619Brickell.com/privacy-policy/>, to understand how we use information we collect from you when you access, visit or use the Site and for information about how we handle your personal

information, such as what information we collect and use, the sources of the personal information we have about you, how we share your personal information, how we protect your personal information, and the rights you may have for the personal information we hold about you. We may ask for and collect your personal information to provide information about the Project, enhance your experience, and provide you with other relevant information. If you have any questions about our Privacy Policy, you may contact us via email at [Privacy@13fi.com](mailto:Privacy@13fi.com) and we will respond promptly. If we make any changes to the Privacy Policy, we'll update the notice on the Site and the date it was last updated. The Privacy Policy is part of and is governed by these Terms of Use and by agreeing to these Terms of Use, you agree to the terms of the Privacy Policy and agree that we may use information collected from you in accordance with its terms.

3. Your Use of the Site. The Site offers information regarding the Project. You may also to receive information and promotional content from us via the Site. We may remove, modify or otherwise discontinue providing any content on the Site at any time with or without cause and with or without notice, without any liability. Information obtained via the Site is for your personal use only and may not be further reproduced, published, transmitted or disseminated without our prior written consent. As a condition of your use of the Site, you represent, warrant and covenant to us that you will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. By way of example, and not as a limitation, you agree that when using the Site and when submitting any information or content to the Site, you will not:

- impersonate any other person or entity, provide false or misleading identification information, or invade the privacy, or violate the personal or proprietary rights, of any person or entity.
- use the Site for any unauthorized or illegal purpose (including soliciting others to perform illegal acts).
- link to the Site or reproduce renderings or other content on the Site without our express written consent.
- interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site, including without limitation, hacking into the Site.
- “frame” or “mirror” any part of the Site.
- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Site, including from any user of the Site, or use any means to scrape or crawl any part of the Site.
- remove any copyright, trademark, or other proprietary rights notices contained on the Site.
- decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense the Site, or any portion thereof.

- use any device, software, program, or routine or transmit any virus, other computer instruction, or technological means intended to, or that may, disrupt, damage, or interfere with the use of the Site, any other person's use of the Site, or any related systems.
- circumvent, disable or otherwise interfere with security related features of the Site or features that prevent or restrict use or copying of any Site content or enforce limitations on use of the Site or Site content.
- Submit any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Send messages that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary authorizations.
- Violate any applicable laws or regulations.

We shall have no obligation to monitor the usage of the Site. However, we reserve the right to review any communications or submissions directed to the Site and to remove any of same in our sole discretion. We reserve the right to terminate your access to the Site at any time without notice for any reason whatsoever. We further reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit or remove any information or materials, in whole or in part, in our sole discretion.

Materials presented on the Site are subject to limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations. You may not use the Site or its content to send unsolicited e-mail or create a website or website page for your own marketing of the Project. The forwarding or propagation of chain letters of any type (including charity requests or petitions for signatures) is prohibited. "Mailbombing" (i.e., flooding the site with large or numerous e-mail messages) is prohibited. You may not tamper with the Site, commit unauthorized intrusion into any part of Site or use the Site to intrude into any other site. Acts of interference, including but not limited to, password cracking, denial-of-service attacks (sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, etc.) are prohibited. You acknowledge and agree that the Site may be inaccessible or inoperable from time to time due to maintenance, upgrades, hardware or software malfunctions or failures, Internet or other telecommunications issues, system or network congestion, third party attacks or other issues and we shall have no liability with respect thereto. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use.

4. Our Intellectual Property Rights. The content on the Site ("Materials") and the trademarks, service marks, and logos contained on the Site, are owned by or licensed to us and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. The Site and the Materials are for your information and personal use only and not for commercial exploitation. We reserve all rights in and to the Site and the Materials. If you download or print a copy of the Materials for your own personal use, you must retain all trademark, copyright and other proprietary notices contained in and on the Materials and shall not reproduce the Materials, whether in print or electronic form. You further agree not to access the Site by any means other than through the interface that we provide, unless otherwise specifically authorized by us in a separate written agreement.

5. Our Management of the Site; User Misconduct.

A. *Our Right to Manage the Site.* We reserve the right, but do not undertake the obligation to: (i) monitor or review the Site for violations of these Terms of Use and for compliance with our policies; (ii) report to law enforcement authorities and/or take legal action against anyone who violates these Terms of Use; and (iii) manage the Site in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Site.

B. *Our Right to Terminate Users.* WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS OF USE, OR OF ANY APPLICABLE LAW OR REGULATION.

6. Third Party Sites. The Site may contain links to other third party websites ("Linked Sites") or frames of other third party website screens ("Framed Sites") which may offer third party products and services. The Linked Sites and Framed Sites and the products and services offered or provided at such sites are subject to their own separate terms and conditions of use and are not under our control and we is not responsible for their contents, including without limitation, any link contained in a Linked Site or Framed Site, or any changes or updates to a Linked Site or Framed Site or any such products and services. We are not responsible for webcasting or any other form of transmission received from any Linked Site or Framed Site, or with respect to any information you provide to any such Linked Site or Framed Site. Any such links or frames are provided only as a convenience, and the inclusion of any link does not imply endorsement by us of the Linked Site or Framed Site or any association with or its operators.

7. Legal Disputes and Arbitration Agreement.

**Please Read This Following Clause Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court**

A. *Initial Dispute Resolution.* We are available by email at [Privacy@13fi.com](mailto:Privacy@13fi.com) to address any concerns you may have regarding your use of the Site. Most concerns may be quickly resolved in this manner. Each of you and the Developer agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

B. *Agreement to Binding Arbitration.* If we do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to Section 7(A) above, then either party may initiate binding arbitration. Except as expressly provided otherwise herein, all claims arising out of or relating to these Terms of Use (including its formation, performance and breach) and/or your use of the Site shall be finally settled by binding arbitration administered on a confidential basis by the American Arbitration Association (the "AAA") using a single arbitrator selected by our mutual agreement with you, or if we are unable to agree on a single arbitrator, by a panel of three arbitrators with each party selecting one arbitrator and the two arbitrators selecting the third arbitrator. The arbitration shall be conducted subject to confidentiality and in accordance with the provisions of the AAA's Consumer Arbitration Rules, excluding any rules or procedures governing or permitting class actions, in Miami, Florida. The arbitrator(s), and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including, but not limited to, any claim that all or any

part of these Terms of Use is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The AAA's rules governing the arbitration may be accessed at [www.adr.org](http://www.adr.org) or by calling the AAA at 1.800.778.7879. You understand that, absent this mandatory provision, you would have the right to sue in court and have a jury trial. You further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. You agree to keep any such arbitration and matters related thereto confidential.

C. *Class Action and Class Arbitration Waiver.* You further agree that any arbitration shall be conducted in your individual capacity only and not as a class action or other representative action, and you expressly waive your right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section 7(B) shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

D. *Exception - Claims by Us Seeking Injunctive or other Equitable Relief.* Notwithstanding the parties' agreement to resolve all disputes through arbitration, we may seek injunctive relief, specific performance and other equitable relief against you to enforce these Terms of Use in the state or federal courts located in Miami-Dade County, Florida as provided in Section 7(F) below.

E. **30 Day Right to Opt Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Sections 7(B), 7(C), and 7(D) by sending written notice of your decision to opt-out to the following address: 13K-BP BRICKELL OWNER LLC, 2850 Tigertail Avenue, Suite 701, Miami, Florida 33133, or by email to [Privacy@13fi.com](mailto:Privacy@13fi.com). The notice must be sent within thirty (30) days of commencing use the Site, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.

F. *Exclusive Venue for Litigation.* To the extent that the arbitration provisions set forth in Section 7(B) do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Miami-Dade County, Florida. You expressly consent to exclusive jurisdiction in Miami-Dade County, Florida for any litigation.

G. *Applicable Law.* You agree that federal laws and the laws of the State of Florida, without regard to principles of conflict of laws, will govern these Terms of Use and any claim or dispute that has arisen or may arise between you and the Company.

## 8. Warranty Disclaimers; Limitation on Liability.

A. *General Disclaimer of Warranties Relating to the Site.*

(i) ALL MATERIALS OR ITEMS PROVIDED THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OR CONDITIONS OF ANY KIND. BY OPERATING THE SITE, WE DO NOT REPRESENT OR IMPLY THAT WE ENDORSE ANY MATERIALS OR ITEMS AVAILABLE ON ANY OTHER SITE LINKED TO BY THE SITE, INCLUDING WITHOUT LIMITATION, CONTENT HOSTED ON THIRD PARTY SITES, OR THAT THESE MATERIALS OR ITEMS TO BE ACCURATE, USEFUL OR NON-HARMFUL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE. YOU AGREE THAT YOUR USE OF THE SITE WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND EACH OF OUR

AFFILIATES, ADVERTISERS, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, PROJECT DEVELOPMENT ENTITIES AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE OF THE SITE.

(ii) NO WARRANTIES OR REPRESENTATIONS ARE MADE ABOUT THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF THE SITE'S CONTENT, THE CONTENT OF ANY SERVICE LINKED TO THE SITE, INFORMATION OR ANY OTHER ITEMS OR MATERIALS ON THE SITE OR LINKED TO BY THE SITE. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED IN OUR SERVERS, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SITE.

B. *Limited Liability.* IN NO EVENT SHALL THE DEVELOPER OR ANY OF ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SITE, MATERIALS OR ANY OTHER CONTENT PROVIDED THROUGH THE SITE.

C. *Exceptions to Disclaimers and Liability Limitations.* SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN ONE OF THESE STATES OR JURISDICTIONS, THE LIMITATIONS OR EXCLUSIONS IN SECTIONS 8(A) OR 8(B) MAY NOT APPLY TO YOU.

9. Indemnity. You agree to indemnify and hold us, our subsidiaries, affiliates, and licensors (including specifically, but without limitation, the Developer) and our and their respective officers, agents, partners and employees, harmless from any claims, damages, fines, losses, expenses, liability of any kind, including reasonable attorneys' fees, based upon, due to or arising out of your use of the Site or any Materials in violation of these Terms of Use or applicable law.

10. Information Provided To The Site. By registering, posting, uploading, inputting or otherwise submitting your contact information or other information to the Site, you grant to us and our contractors and their respective affiliated companies permission to use such information in connection with the operation of the Site and marketing of products or services, contacting you and sending you emails and other communications, including, without limitation, the rights to: copy, distribute, transmit, reproduce, edit, translate and reformat such information as part of marketing to you based on your expression of interest and request to be contacted. No compensation will be paid with respect to the use of such information. Said permission and information is transferable by us to an acquirer in connection with a business or asset sale. We are under no obligation to post or use any information you may provide and may remove any such information at any time in our sole discretion. By posting, uploading, inputting, providing or submitting such information, you represent and warrant that you are of legal contracting age, that you own or otherwise control all of the rights to such information as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such information and that such information does not infringe or otherwise violate any third party intellectual property or other right. We do not control or endorse the content, messages or information found in any communication sent by you to the Site or to you from any third party and, therefore, we specifically

disclaim any liability with regard to such communications and any actions resulting from your participation in any such communication. When you visit this Site or send e-mails to us, you are communicating with us electronically, and by doing so, you consent to receive communications from us electronically. We may communicate with you by email, phone, texting or by other means and you consent to same. You may provide notice to us requesting that we not contact you or not contact you via specified methods. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that we may also disclose your personally identifiable information as is necessary to: (a) comply with a subpoena or court order; (b) cooperate with law enforcement or other government agency; (c) establish or exercise our legal rights; (d) protect the property or safety of our company and employees, contractors, vendors, and suppliers; (e) defend against legal claims; (f) help with internal and external investigations; or (g) as otherwise required by law or permitted by law. You agree that we have the right to disclose and transfer your personally identifiable Information to our successors-in-interest or in connection with a merger or acquisition transaction or change of control and/or otherwise in accordance with and subject to our Privacy Policy.

11. Non-Waiver. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of the applicable right or provision unless an express waiver is given in writing signed by the party giving the waiver.

12. Severability. These Terms of Use operate to the fullest extent permissible by law. If any provision or part of a provision of these Terms of Use is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

13. Assignment. We may assign our rights and obligations under these Terms of Use without your approval. You may not assign any rights or delegate any obligations hereunder.

14. No Modifications by Our Employees. If any of our employees offers to modify the terms of these Terms of Use, he or she is not acting as an agent for us or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from our employees or anyone else purporting to act on our behalf.

15. Reporting Violations; Enforcement. Any party seeking to report any violations of these Terms of Use may contact us via e-mail: [Privacy@13fi.com](mailto:Privacy@13fi.com). When we become aware of an alleged violation of these Terms of Use, we may initiate an investigation. Depending on the severity of the violation, we may, at our sole discretion, immediately restrict, suspend, or terminate your access to the Site and/or pursue other civil remedies. If such violation is a criminal offense, we will notify the appropriate law enforcement agency of such violation.

16. Notices And Procedure For Making Claims Of Copyright Infringement. Pursuant to our rights under the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, we have designated a copyright agent to receive copyright infringement notices for claims of infringement related to materials found on this Site.

THE FOLLOWING PROCEDURES APPLY ONLY FOR NOTIFICATIONS TO US THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED BY ANY CONTENT CONTAINED IN THIS WEBSITE. ALL OTHER

INQUIRIES, SUCH AS REQUESTS FOR TECHNICAL ASSISTANCE, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

WHAT YOU MUST DO:

Written notification must be submitted to the following Designated Agent:

Service Provider: 13K-BP BRICKELL OWNER LLC- [www.619Brickell.com](http://www.619Brickell.com)

Name of Agent Designated to Receive Notification of Claimed Infringement: 13K-BP BRICKELL OWNER LLC,  
Attn: Manager

Full Address of Designated Agent to Which Notification Should be Sent: 13K-BP BRICKELL OWNER LLC,  
2850 Tigertail Avenue, Suite 701, Miami, Florida 33133, Attn: Manager

Telephone Number of Designated Agent: 1-800-800-4321

Email Address of Designated Agent: [Privacy@13fi.com](mailto:Privacy@13fi.com)

WHAT YOUR NOTIFICATION MUST INCLUDE:

To be effective, the notification must include the following:

1. Your name, physical address, telephone number, facsimile number, e-mail address and name of contact person;
2. Identification of the copyrighted work(s) claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or under applicable law;
5. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
6. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

WHAT WE WILL DO UPON RECEIPT OF PROPER WRITTEN NOTIFICATION:

Upon receipt of the written notification containing the information as outlined above:

1. We shall remove or disable access to the material that is alleged to be infringing;
2. We shall forward the written notification to such alleged infringer; and
3. We shall take reasonable steps to promptly notify the alleged infringer that we have removed or disabled access to the material.

HOW THE ALLEGED INFRINGER CAN RESPOND TO US:

The alleged infringer can respond by submitting a written counter notification to our Designated Agent.

WHAT THE COUNTER NOTIFICATION MUST INCLUDE:

To be effective, a counter notification from the alleged infringer must include the following:

1. The alleged infringer's name, address, and telephone number;
2. A statement the alleged infringer consents to the jurisdiction of federal district court for the judicial district in which we are located and that the alleged infringer will accept service of process from the person who provided notification or an agent of such person;
3. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
4. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as result of mistake or misidentification of the material to be removed or disabled; and
5. A physical or electronic signature of the alleged infringer.

WHAT WE WILL DO UPON RECEIPT OF PROPER COUNTER NOTIFICATION:

Upon receipt of a counter notification containing the information as outlined above:

1. We shall promptly provide the complaining party with a copy of the counter notification;
2. We shall inform the complaining party that we will replace the removed material or cease disabling access to it within ten (10) business days; and
3. We shall replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the counter notification, provided that our Designated Agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on our network or system.

17. SMS Text Messages. We may provide mobile alerts about events and offers by SMS message (the "Text Service"). By participating in the Text Service, you are agreeing to these Terms of Use and to the Privacy Policy.

#### Signing Up and Opting-In to the Text Service

Enrollment in the Text Service requires you to provide your mobile phone number and to agree to these terms and conditions. You may not enroll if you are under 18 years old or otherwise of legal age of majority under the laws of your jurisdiction. Before the Text Service will start, you will need to verify the mobile phone number you provided by responding to a text message to your mobile phone that affirms your choice to opt-in to this Text Service and your agreement to these Terms of Use. We reserve the right to stop offering the Text Service at any time with or without notice.

By opting into the Text Service, you authorize us to use autodialer or non-autodialer technology to send text messages to the mobile phone number associated with your opt-in (i.e., the number listed on the opt-in form or, if none, the number from which you send the opt-in, or, if none, the number on file for the account associated with your opt-in). You acknowledge that you do not have to agree to receive messages as a condition of purchase. You confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to opt in. You consent to the use of an electronic record to document your opt-in. To request a free paper

or email copy of the opt-in or to update our records with your contact information, please call 1-800-800-4321. To view and retain an electronic copy of these Terms of Use or the rest of your opt-in, you will need (i) a device (such as a computer or mobile phone) with Internet access, and (ii) and either a printer or storage space on such device. For an email copy, you'll also need an email account you can access from the device, along with a browser or other software that can display the emails.

Once you affirm your choice to opt in to the Text Service, your message frequency may vary. You may receive an alert when you are welcomed into the Text Service or there are general marketing or promotions. Message and data rates may apply. Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone's pricing plan and the charges for sending and receiving text messages. You acknowledge that you are responsible for any message, data or other charges incurred (usage, subscription, etc.) as a result of using the Text Service. The Text Service may not be available on all wireless carriers. We may add or remove any wireless carrier from the Text Service at any time without notice. We and mobile carriers are not responsible for any undue delays, failure of delivery, or errors in messages.

#### To Stop the Text Service

To stop receiving text messages from us, text the word STOP to 1-800-800-4321 any time or reply STOP to any of the text messages you have received from us. For Text Services operated through a different number, text STOP to that number to opt out. Your opt-out request may generate either a confirmation text or a texted request to clarify the text message program to which it applies (if you have more than one). To complete your opt-out, please provide the requested clarification. You acknowledge that the text message platform may not recognize and respond to unsubscribe requests that do not include the STOP keyword command and agree that we and our service providers will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from us through any other programs you have joined until you separately unsubscribe from those programs. These Terms of Use still will apply if you withdraw the consent mentioned above or opt out of the Text Service.

Questions: You can contact us at 1-800-800-4321 with any questions you have regarding the Text Service.

Mobile Phone Number Change: In the event that you change or deactivate your mobile phone number, you agree to notify us by emailing [Privacy@13fi.com](mailto:Privacy@13fi.com) or calling 1-800-800-4321.

18. Questions; Accessibility. Should you have any questions regarding the Site, or if you desire to contact us for any reason, please contact us at 13K-BP BRICKELL OWNER LLC, 2850 Tigertail Avenue, Suite 701, Miami, Florida 33133, Attn: Manager, or by e-mail at [Privacy@13fi.com](mailto:Privacy@13fi.com) or by phone at 1-800-800-4321, attention: Manager. We strive to make our Site content accessible and user-friendly. If you are having difficulty viewing the content on this Site or navigating the site, please call us at 1-800-800-4321 or email our team at [Privacy@13fi.com](mailto:Privacy@13fi.com), and we will be happy to assist you.

19. Entire Agreement. Unless otherwise specified herein, these Terms of Use constitute the entire agreement between you and us with respect to the Site and the information provided via the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Site. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in any legal proceedings based upon or relating to these

Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.