

LEGAL DISCLOSURES, TERMS, CONDITIONS, LIMITATIONS, AND ACKNOWLEDGMENTS

Section 1. Definitions.

For purposes of this Term Sheet, the following terms shall have the meanings set forth below. “Lender” means Foundation CREF Funding II LLC, a Delaware limited liability company, doing business as Foundation Specialty Finance, together with its parents, subsidiaries, affiliates, managers, members, officers, employees, agents, brokers, processors, attorneys, insurers, servicers, successors, assigns, funding partners, participants, and any actual or potential purchasers, transferees, or assignees of the Loan. “Borrower” means the applicant, borrower, guarantor, sponsor, principal, and any affiliated entity or person submitting information or otherwise participating in the proposed transaction. “Loan” means the commercial mortgage loan, business purpose loan, bridge loan, or other financing transaction described in this Term Sheet. “Property” means the real property, collateral, loan collateral, note collateral, or other assets identified in connection with the proposed transaction. “Information” means any and all information, documents, data, materials, reports, analyses, valuations, underwriting materials, property data, borrower data, market data, correspondence, communications, and other materials, whether written, oral, electronic, digital, visual, or otherwise, furnished by or on behalf of Lender, directly or indirectly, before, on, or after the date hereof, including any notes, compilations, studies, models, summaries, interpretations, or other derivative materials prepared by Borrower or its representatives based in whole or in part thereon. “Sites and Services” means any website, platform, portal, linked application, marketplace, data room, transaction platform, PropertyPortal, or related services operated by, through, for, or on behalf of Lender or its affiliates.

Section 2. Nature of Term Sheet; No Commitment to Lend; No Binding Obligation.

This Term Sheet does not represent a commitment to lend, does not constitute an offer to lend, and shall not be construed as a loan approval, credit approval, binding agreement, or enforceable obligation of any kind on the part of Lender. This Term Sheet is intended solely as an outline of preliminary terms for discussion purposes only, and all proposals, indicative terms, and contemplated structures remain subject, in all respects, to Lender’s full underwriting, due diligence, collateral review, background review, legal review, compliance review, appraisal review, title review, environmental review, internal credit approval, management approval, committee approval if required, satisfaction with all due diligence results, negotiation of all business points, preparation and execution of definitive loan documents, and availability of funds. Lender reserves the absolute right, in its sole and unfettered discretion, to modify, withdraw, suspend, terminate, or decline the proposed transaction at any time, with or without cause, and with or without notice. No legally binding obligation shall exist unless and until final definitive written agreements have been negotiated, approved, executed, and delivered by all required parties, and all conditions precedent to closing have been satisfied or expressly waived in writing by Lender. Except for those provisions herein that expressly state or by their nature survive or are intended to be binding, including without limitation confidentiality, data use restrictions, no-contact provisions, governing law, limitation of liability, and indemnity-related concepts to the extent applicable, neither party shall have any legal obligation to proceed with the proposed transaction.

Section 3. Borrower Representations, Warranties, Agreements, and Continuing Covenants.

Each of the undersigned, jointly and severally, specifically represents, warrants, agrees, and acknowledges to Lender that: (a) all information, statements, financial information, rent rolls, operating statements, schedules, certifications, representations, documents, and supporting materials submitted to Lender by or on behalf of Borrower in connection with the proposed transaction are true, correct, complete, and not misleading in any material respect as of the date furnished, and Borrower shall promptly amend, supplement, and update the same if any material fact changes prior to closing; (b) any intentional or negligent misrepresentation of any such information may result in civil liability, including monetary damages, to any person who suffers a loss due to reliance upon such misrepresentation, and may also result in criminal penalties, including fines, imprisonment, or both, including, without limitation, under Title 18, United States Code, Section 1001, et seq.; (c) all statements made by Borrower are made for the purpose of obtaining a commercial mortgage loan or other business purpose financing transaction; (d) the Loan requested is, and shall remain, strictly for business purpose use only and not for personal, family, or household purposes; (e) the Property shall not be owner-occupied residential property, and Borrower acknowledges that Lender does not make loans secured by owner-occupied residential properties under this commercial term sheet; (f) the Property shall not be used for any illegal, unlawful, prohibited, or impermissible purpose or use; (g) the Loan, if made, may be secured by a mortgage, deed of trust, assignment, security agreement, guaranty, and such other collateral documents as Lender may require, including a first lien position if required by the approved structure; (h) neither Lender nor any of its representatives has made any representation or warranty, express or implied, to Borrower regarding the Property, the value of the Property, the condition of the Property, the enforceability of any collateral position, the future performance of the Property, or the availability of financing except as may be expressly set forth in final executed loan documents; (i) Lender and its servicers, successors, assigns, participants, and purchasers may retain originals and/or electronic records of any application, submission, or supporting materials whether or not the Loan is approved or closed; (j) ownership of the Loan and/or servicing or administration of the Loan may be transferred, sold, assigned, participated, pledged, or otherwise conveyed, subject to applicable law; and (k) in the event the Loan closes and later becomes delinquent, Lender and its servicers, successors, or assigns may exercise any and all rights and remedies available under applicable law and loan documents, including, where legally permitted, furnishing account information to consumer reporting agencies or commercial reporting sources.

Section 4. Authorization to Obtain, Release, Verify, and Reverify Information.

Borrower hereby irrevocably authorizes Lender, and each of its affiliates, successors, assigns, actual or potential participants, purchasers, investors, warehouse providers, brokers, processors, servicers, attorneys, insurers, and third-party diligence providers, to obtain, order, receive, compile, review, verify, and reverify at any time any and all information relating to Borrower, any guarantor, any principal, the Property, any affiliated entity, and the proposed transaction, including without limitation consumer credit reports, commercial credit reports, criminal background checks, litigation searches, regulatory searches, bank verifications, tax return information, mortgage references, landlord references, employment verifications, organizational documents, title

materials, insurance information, valuation materials, financial statements, public record information, and other information deemed relevant by Lender in its sole discretion. Borrower agrees that a copy, electronic copy, image, facsimile, or digitally signed version of this authorization shall be as valid and effective as an original signed authorization and may be relied upon by any recipient thereof. Borrower further authorizes any person, business, financial institution, governmental authority, service provider, reporting agency, lender, landlord, or other source to furnish such information to Lender for any legitimate business purpose connected to the evaluation, underwriting, closing, funding, sale, assignment, servicing, administration, or enforcement of the Loan. Other than as necessary for Lender's legitimate business purposes, Lender shall treat Borrower's personal and non-public information as confidential in accordance with applicable law and Lender's privacy practices.

Section 5. Fee Agreement; Costs; Expenses; Reimbursement.

Upon the closing of any loan made by Lender as a result of this Term Sheet, Loan Proposal, or related application, Borrower agrees to pay to Lender all origination fees, underwriting fees, administrative fees, document preparation fees, extension fees, exit fees if applicable, and any other fees disclosed in this Term Sheet, the commitment documents, the closing statement, or the final loan documents. In addition, Borrower agrees to promptly pay, reimburse, or cause to be paid all third-party fees and out-of-pocket costs incurred by Lender in connection with the proposed transaction, whether incurred before, during, or after closing, including without limitation credit reports, background checks, legal fees and expenses, appraisal fees, engineering reports, environmental reports, zoning reports, title premiums and endorsements, flood certifications, UCC searches, recording fees, escrow charges, wire fees, due diligence review costs, and any other third-party costs customarily incurred in connection with the underwriting, documentation, closing, administration, modification, enforcement, or transfer of the Loan. To the extent required by Lender, such fees and expenses shall be paid in advance, deposited with Lender, or funded through escrow. Unless expressly agreed otherwise in writing, third-party costs once incurred are non-refundable.

Section 6. Acknowledgment of Verification Rights.

Each of the undersigned acknowledges and agrees that any owner of the Loan, any participant therein, and any servicer, successor, purchaser, assignee, or other transferee may verify or reverify any information contained in the application or otherwise furnished in connection with the proposed transaction and may obtain any additional information or data relating to the Loan, Borrower, guarantors, principals, or Property from any source, including a source named in the application, a consumer reporting agency, a commercial reporting source, a public agency, or any other lawful source, for any legitimate business purpose.

Section 7. Electronic Records, Electronic Signatures, Facsimiles, and Digital Transmission.

Borrower acknowledges and agrees that Borrower's transmission of any application, term sheet acceptance, authorization, consent, or other document to Lender as an electronic record containing an electronic signature, or by facsimile, PDF, scan, digital platform acknowledgment, click-through acceptance where applicable, or other legally recognized electronic means, shall be



effective, enforceable, and valid to the fullest extent permitted by applicable federal and state law, and shall have the same force and effect as delivery of an original paper document bearing a wet ink signature. Borrower further consents to the use of electronic records and electronic communications in connection with the proposed transaction and agrees that all disclosures, notices, authorizations, acknowledgments, and agreements transmitted electronically by Lender satisfy any legal requirement that such communications be in writing.

Section 8. Privacy; Communications; SMS Consent.

Foundation CREF Funding II LLC, doing business as Foundation Specialty Finance, collects, uses, stores, and maintains personal information in accordance with its Privacy Policy and applicable law. By providing any telephone number, including a mobile number, email address, or other contact information to Lender, Borrower expressly consents to receive communications from Lender and its service providers relating to inquiries, applications, transactions, account activity, servicing matters, collections, company updates, and other lawful communications by telephone, email, SMS/text message, instant message, and other electronic means. Message frequency may vary. Message and data rates may apply. To opt out of SMS communications, reply STOP at any time. For assistance, reply HELP or contact sales@foundationspecialtyfinance.com or (209) 583-3606. SMS consent is used solely to deliver text communications and is expressly excluded from any information sharing beyond what is necessary to provide such communications. Lender does not sell, rent, or disclose SMS opt-in information to third parties for their own marketing purposes, and text messaging opt-in data is not disclosed, sold, rented, or shared except as required to facilitate the communications or as otherwise required or permitted by law.

Section 9. Privacy Act Notice; Government Program Notice.

To the extent any information requested or obtained in connection with the proposed transaction is subject to a governmental privacy act notice or program-specific requirement, such information is to be used by the agency collecting it or its assignees in determining whether Borrower qualifies as a prospective borrower under the applicable program. Such information will not be disclosed outside the collecting agency except as required and permitted by law. Borrower understands that Borrower does not have to provide such information, but failure to do so may delay or prevent approval of the application. To the extent applicable, such information may be requested pursuant to Title 38, United States Code, Chapter 37, 12 United States Code Section 1701 et seq., 42 United States Code Section 1452b, Title 42 United States Code Section 1471 et seq., 7 United States Code Section 1921 et seq., or other applicable law or agency guidance.

Section 10. Data Use Restrictions; MLS, Homegenius, and Third-Party Data Compliance.

Borrower acknowledges that certain Information furnished in connection with this Term Sheet, the Sites and Services, the PropertyPortal, related marketing materials, diligence files, or transaction materials may be obtained from or through third-party providers, including without limitation multiple listing services, real estate boards, associations, MLS databases, listing feeds, Homegenius, valuation tools, data aggregators, public record providers, analytics platforms, and other licensors or vendors. All such Information is furnished solely for Borrower's internal and

confidential use in evaluating the proposed transaction as a principal and for no other purpose. Borrower shall not, and shall not permit any affiliate, advisor, employee, partner, principal, broker, consultant, contractor, or representative to, copy, scrape, screen scrape, reproduce, republish, upload, post, transmit, display, distribute, disclose, sell, license, syndicate, compile, mine, reverse engineer, manipulate, commercialize, or otherwise use any such Information for any purpose other than evaluating the transaction with Lender. Borrower shall not use such Information for any other commercial purpose, for marketing, for competitive analysis unrelated to the contemplated transaction, for creating derivative databases, or for redistribution to any third party. Borrower acknowledges that all rights, title, and interest in and to such Information, including all copyrights, database rights, proprietary rights, and intellectual property rights, remain vested in the applicable provider, licensor, MLS, board, association, vendor, or other owner, and no license or ownership rights are granted to Borrower except the limited, revocable, non-transferable right to review such Information solely in connection with Borrower's evaluation of the proposed transaction. Borrower further agrees that any violation of this Section shall constitute a material breach of this Term Sheet and may subject Borrower to immediate termination of access, equitable relief, damages, and any other remedies available at law or in equity.

Section 11. Data Availability, Data Validation, and Independent Verification.

Borrower acknowledges that property listing data, market data, collateral data, loan data, borrower data, valuation data, and related Information made available by or through Lender may be obtained from multiple sources and may, in certain instances, include information that is incomplete, estimated, outdated, derived from automated systems, or not independently verified. Although such Information may be deemed reliable or believed to be reliable, it is not guaranteed. Borrower expressly acknowledges and agrees that Borrower bears sole responsibility to independently inspect, confirm, and verify all information upon which Borrower may rely, including without limitation physical condition, title, tenancy, occupancy, zoning, legal compliance, marketability, environmental condition, and financial performance. Borrower agrees that Lender does not review or approve third-party listing enhancements or third-party data inputs and is not responsible for inaccuracies, omissions, errors, delays, or discrepancies therein.

Section 12. No Representation or Warranty; As-Is, Where-Is, As-Available.

To the fullest extent permitted by law, all Information, Properties, Sites and Services, materials, tools, products, and transaction-related content furnished by or through Lender are provided on an "as is," "where is," and "as available" basis, with all faults and without representations, warranties, guarantees, or assurances of any kind, express, implied, statutory, or otherwise, including without limitation any warranty of accuracy, completeness, reliability, merchantability, fitness for a particular purpose, title, non-infringement, condition, usability, future performance, marketability, or freedom from viruses or other harmful code. Borrower acknowledges and agrees that neither Lender nor any of its affiliates, licensors, data providers, vendors, employees, agents, or representatives makes any representation or warranty regarding the Property, the condition or value of the Property, the availability of financing, the enforceability or priority of liens, the accuracy or completeness of any Information, or the outcome of any proposed transaction. No oral advice or written information given by Lender or its representatives shall create any

representation or warranty, and Borrower may not rely upon any such advice or information except as expressly set forth in final definitive agreements, if any, executed by Lender.

Section 13. Confidentiality and Non-Disclosure.

In connection with the exploration of a potential transaction, Lender may make available to Borrower and Borrower's representatives certain confidential, proprietary, and non-public Information concerning the proposed transaction, the Property, any mortgage loans, any sellers, borrowers, owners, tenants, occupants, sponsors, or related parties. Borrower agrees that Borrower and its representatives shall use the Information solely in connection with Borrower's evaluation of the proposed transaction and for no other purpose, shall keep the Information strictly confidential, and shall not disclose any of the Information in any manner whatsoever except: (a) with Lender's prior written consent; (b) to Borrower's representatives who have a strict need to know such Information for the purpose of evaluating the transaction and who are informed of and bound by confidentiality obligations at least as restrictive as those contained herein; or (c) to the extent disclosure is required by court order, subpoena, or other legal process, provided that Borrower gives Lender prompt notice, to the extent legally permissible, so that Lender may seek a protective order or other appropriate remedy. Borrower shall be responsible for any breach of this Section by Borrower's representatives. The term "Information" for purposes of this Section shall not include information that becomes generally available to the public other than as a result of a breach by Borrower or its representatives, information that was lawfully in Borrower's possession on a non-confidential basis before disclosure by Lender, or information that becomes available to Borrower on a non-confidential basis from a source that is not known by Borrower to be bound by a duty of confidentiality to Lender.

Section 14. No Contact; Restricted Communications.

Borrower agrees that, prior to the closing of any transaction and unless expressly authorized in writing by Lender, neither Borrower nor any of its affiliates or representatives shall directly or indirectly contact: (a) any secured party of any mortgage loan encumbering any Property; (b) any borrower or obligor under any mortgage loan or other debt relating to the Property; (c) any tenant, occupant, property manager, or resident of any Property; or (d) any seller, servicer, broker, counterparty, or other party connected to the proposed transaction whose contact has not been expressly authorized by Lender. Borrower further agrees not to enter upon or access any Property without prior written authorization.

Section 15. Return, Deletion, and Destruction of Information.

If Borrower elects not to proceed with the proposed transaction, if discussions terminate for any reason, or if Lender requests at any time in its sole discretion, Borrower shall promptly return or destroy all Information and all copies thereof furnished by or on behalf of Lender, together with all notes, analyses, compilations, studies, summaries, models, and other materials prepared by Borrower or on Borrower's behalf that contain, reflect, or are based upon such Information, and Borrower shall not retain any copy, excerpt, or derivative thereof except as required by applicable law or bona fide internal record retention policies, in which case such retained materials shall remain subject to the confidentiality obligations herein. Upon request, Borrower shall provide prompt written confirmation of its compliance with this Section.

Section 16. No Agency Relationship; No Fiduciary Duty; No Brokerage Representation.

Nothing contained in this Term Sheet, any related communication, or any use of the Sites and Services shall create or be deemed to create an agency relationship, partnership, joint venture, fiduciary duty, advisory relationship, financial advisory duty, brokerage representation, or any similar relationship between Borrower and Lender. Lender is acting solely on its own behalf as a prospective lender, transaction counterparty, and/or platform provider and not as Borrower's real estate broker, agent, advisor, fiduciary, or representative unless expressly set forth in a separate written agreement executed by the parties. Any agreement that imposes a financial obligation on Borrower or creates an agency or representation relationship must be set forth in a separate written agreement and shall not arise solely by virtue of click-through terms, use of a portal, or preliminary discussions.

Section 17. Sites, Services, Technology, and Platform Interruptions.

Lender does not guarantee uninterrupted, secure, error-free, or continuous access to any website, portal, PropertyPortal, data room, transaction platform, linked site, audio feed, video feed, registration system, bidding tool, valuation tool, or other online or technology-based service. Lender shall not be liable or responsible for interruptions, delays, omissions, corruptions, failures, technological issues, latency, line or system failures, platform outages, defects, computer viruses, or other technical occurrences of any kind before, during, or in connection with any use of the Sites and Services or any proposed or actual transaction. Borrower assumes all risk associated with the use of such systems and agrees to hold Lender harmless from and against any damages, losses, claims, liabilities, or expenses arising from Borrower's inability to access or effectively use such systems.

Section 18. Intellectual Property; Proprietary Rights.

Aside from third-party data or MLS data furnished by way of the applicable providers, Lender and/or its licensors own or license all right, title, and interest in and to the Sites and Services, including without limitation the design, layout, selection, arrangement, compilation, underlying software, processes, tools, proprietary materials, trademarks, service marks, logos, trade names, copyrights, trade secrets, and other intellectual property rights related thereto. Borrower shall not remove, alter, obscure, or destroy any copyright, trademark, confidentiality legend, proprietary marking, or other notice placed upon or contained within any materials furnished by Lender. Borrower shall not create derivative works from, translate, reverse engineer, decompile, disassemble, or attempt to derive source code from any platform, software, data structure, or service made available by or through Lender.

Section 19. Linked Sites and Third-Party Tools.

Links to external websites, products, services, applications, tools, analytics, or other third-party resources are provided, if at all, solely as a convenience and do not constitute endorsement, sponsorship, warranty, or approval thereof by Lender. Lender has no control over such third-party resources and expressly disclaims responsibility for the content, availability, accuracy, legality,



security, suitability, completeness, or performance of any third-party websites, tools, or products. Borrower's use of any such third-party resources is entirely at Borrower's own risk.

Section 20. Licensing and Regulatory Disclosure.

Foundation CREF Funding II LLC, doing business as Foundation Specialty Finance, is registered with the Nationwide Multistate Licensing System under NMLS ID #2260234 and is licensed by the California Department of Financial Protection and Innovation as a California Finance Lender and Broker under License No. 60DBO-169043. Lender is an Equal Housing Lender. Lender may originate or fund business-purpose, non-owner occupied loans nationwide except in jurisdictions requiring additional state-specific licensing, registration, or authority. In states or jurisdictions where additional licensing is required, including without limitation jurisdictions such as New York, Vermont, and Minnesota as applicable to the product type and transaction structure, loans may be originated, brokered, funded, or participated through appropriately licensed entities, approved funding partners, or alternative lawful structures. Additional licensing information may be obtained through NMLS Consumer Access.

Section 21. Disclaimer.

This Term Sheet, the Sites and Services, FoundationSpecialtyFinance.com, and any related communications or materials are provided for informational purposes only and do not constitute a loan application, solicitation, legal advice, tax advice, investment advice, appraisal, broker opinion of value, or an offer to lend. All financing is subject to credit review, underwriting approval, legal and compliance review, satisfaction of collateral and due diligence requirements, and availability of funds. Terms, conditions, pricing, and eligibility requirements apply, and not all applicants or transactions will qualify.

Section 22. Limitation of Liability.

To the fullest extent permitted by law, in no event shall Lender, its affiliates, licensors, vendors, service providers, participants, assignees, members, managers, officers, directors, employees, agents, attorneys, brokers, processors, insurers, servicers, successors, or assigns be liable to Borrower or any third party for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages, losses, costs, liabilities, or expenses of any kind whatsoever, whether based in contract, tort, strict liability, negligence, statute, or otherwise, arising out of or relating to this Term Sheet, the proposed transaction, the use or inability to use any Information, the Sites and Services, any data inaccuracies, any technological issues, any delay in operation or transmission, any interruption, omission, defect, computer virus, line or system failure, any property-related issue, or any action taken or not taken in reliance upon any Information, even if advised of the possibility of such damages. Borrower's sole and exclusive remedy with respect to any dissatisfaction, dispute, or claim relating to preliminary discussions, Information, or the Sites and Services shall be to discontinue use and participation.

Section 23. Indemnity.

Borrower shall indemnify, defend, and hold harmless Lender and its affiliates, members, managers, officers, directors, employees, agents, attorneys, brokers, processors, insurers,

servicers, successors, assigns, vendors, and licensors from and against any and all claims, demands, liabilities, losses, damages, judgments, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) any breach by Borrower or its representatives of this Term Sheet or any confidentiality, data use, no-contact, or compliance obligation; (b) any unauthorized disclosure, misuse, or distribution of Information; (c) any violation by Borrower of applicable law, third-party rights, MLS rules, licensing terms, or platform restrictions; or (d) any false, misleading, or incomplete information furnished by or on behalf of Borrower.

Section 24. Assignment; Transfer of Loan; Participation.

Borrower acknowledges and agrees that Lender may, without notice except as required by applicable law, sell, assign, transfer, participate, syndicate, pledge, collateralize, service, subservice, or otherwise convey all or any portion of the Loan, the proposed transaction, this Term Sheet, the underlying relationship, or any associated rights, obligations, servicing rights, security interests, or loan documents to any affiliate, purchaser, investor, warehouse lender, servicer, special servicer, participant, or other transferee. Borrower may not assign or transfer any rights or obligations relating to the proposed transaction without Lender's prior written consent.

Section 25. Governing Law; Jurisdiction; Venue.

This Term Sheet and any dispute, claim, controversy, or proceeding arising out of or relating in any way to this Term Sheet, the Information, the Sites and Services, or the proposed transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Borrower irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Orange County, California for the resolution of any such dispute and waives any objection based on inconvenient forum, lack of personal jurisdiction, or venue, except to the extent a different forum is required by non-waivable law applicable to the collateral, foreclosure proceedings, or other real property enforcement matters.

Section 26. Equitable Relief.

Borrower acknowledges and agrees that a breach of the confidentiality, data use, intellectual property, no-contact, or related restrictive provisions contained herein would cause immediate and irreparable harm to Lender for which monetary damages alone would not be an adequate remedy. Accordingly, Lender shall be entitled, in addition to any and all other rights and remedies available at law or in equity, to seek injunctive relief, temporary restraining orders, specific performance, and other equitable remedies without the necessity of posting bond or proving actual damages.

Section 27. No Waiver.

No failure or delay by Lender in exercising any right, remedy, power, or privilege under this Term Sheet shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 28. Severability.

If any provision of this Term Sheet, or the application thereof to any person or circumstance, is determined by a court or governmental authority of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Term Sheet shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, except that such provision shall be modified only to the minimum extent necessary to make it enforceable if such modification is permissible under applicable law.

Section 29. Entire Understanding; Amendment.

This Term Sheet constitutes the entire preliminary understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral discussions, indicative proposals, drafts, emails, correspondence, understandings, and negotiations solely with respect to such subject matter; provided, however, that any separate confidentiality agreement, non-disclosure agreement, website terms, or definitive loan documents executed by the parties shall continue in accordance with their terms. No waiver, amendment, modification, discharge, or termination of any provision of this Term Sheet shall be effective unless in writing and signed by Lender.

Section 30. Survival.

All provisions of this Term Sheet that by their nature should survive or are intended to survive, including without limitation Sections 2, 5, 7, 8, 10 through 19, and 21 through 30, shall survive the termination of discussions, the rejection or withdrawal of the proposed transaction, the expiration of this Term Sheet, and, to the extent applicable, the closing, transfer, servicing, enforcement, or repayment of the Loan.

Section 31. Acceptance and Acknowledgment.

By signing below, by transmitting any application or materials to Lender, by accepting this Term Sheet electronically, by proceeding with due diligence, or by otherwise continuing to pursue the proposed transaction, each Borrower and guarantor acknowledges that he, she, or it has read this Term Sheet carefully, understands its contents, agrees to be bound by those provisions intended to be binding, and confirms the accuracy and completeness of all information furnished to Lender in connection with the proposed transaction.