

## CONFIDENTIALITY AND DISCLAIMER AGREEMENT

\_\_\_\_\_, 2010

Resolute Commercial Services, LLC, as Receiver, and  
Wells Fargo Bank, N.A., As Trustee for the Registered Certificate Holders of LaSalle  
Commercial Mortgage Securities, Inc. 2006-MF2, Commercial Mortgage Pass-Through  
Certificates, Series 2006-MF2  
c/o 7030 East Fifth Avenue  
Scottsdale, Arizona 85251

Re: Brisbane Apartments Phoenix, Arizona (the "Property")

Ladies and Gentlemen:

By our signature below, we, the undersigned broker ("Registered Broker") and prospective buyer ("Prospective Buyer"), hereby acknowledge and agree as follows:

Registered Broker hereby registers Prospective Buyer with respect to a Possible Transaction (as hereinafter defined).

Prospective Buyer and Registered Broker each acknowledges that Wells Fargo Bank, N.A., as Trustee for the Registered Certificate Holders of LaSalle Commercial Mortgage Securities, Inc. 2006-MF2, Commercial Mortgage Pass-Through Certificates, Series 2006-MF2, by and through its special servicer, MIDLAND LOAN SERVICES, INC., as Trustee ("Trustee") for certain Lenders ("Lenders"), has received an order appointing Resolute Commercial Services as Receiver ("Receiver") pursuant to the Order Appointing Receiver filed December 21, 2009, Case No. CV2009-037003 in the Superior Court of the State of Arizona in and for Maricopa County (the "Receivership Order"), as a result of certain defaults under the Loan Agreement executed by Trustee and Gustavo B. Becerra and Eva Becerra, husband and wife; John and Jane does I-X; White Partnerships I-X; and Red Limited Liability Companies I-X ("Borrower"), as modified ("the "Loan Agreement"). Pursuant to the Loan Agreement and other loan documents, the Lenders made certain loans to the Borrower (collectively, the "Loans"), which are secured by a deed of trust (the "Deed of Trust") that encumbers the Property.

Pursuant to the Notice of Sale, Trustee has commenced the process by which a foreclosure sale of the Property (a "Foreclosure Sale"), pursuant to the power of sale contained in the Deed of Trust, may occur. Prospective Buyer may obtain further information concerning the Foreclosure Sale from the trustee under the Deed of Trust, W. Scott Jenkins, Jr., Ryley Carlock & Applewhite, One North Central Avenue, Suite 1200 Phoenix, AZ 85004. 602-258-7701

Pursuant to the Receivership Order, upon the Trustee's written request to Receiver, Receiver has the authority to list, market, sell, convey and/or transfer the Property, provided a sale, conveyance or transfer of the Property, if any, would have to be approved and confirmed by the court with jurisdiction over the Receiver.

Prospective Buyer may be interested in receiving certain materials that relate to the Property in connection with a possible offer to purchase the Property, and in having certain discussions concerning possible terms and conditions upon which Prospective Buyer might purchase the Property, from the Receiver (a "Possible Pre-Foreclosure Purchase"). Prospective Buyer may also be interested in receiving certain materials that relate to the Property in connection with a possible bid by Prospective Buyer at the Foreclosure Sale or consideration by Prospective Buyer of a possible purchase of the Loans, and in having certain

discussions concerning possible terms and conditions upon which (a) Prospective Buyer might purchase the Loans from the Lenders (a "Possible Note Purchase"), (b) the purchaser at the Foreclosure Sale, if that purchaser is controlled by the Trustee or the Lenders (a "Lender-Controlled Purchaser"), may consider selling the Property (or portions thereof) to Prospective Buyer (the "Possible REO Purchase"), (c) the Lenders may be prepared to provide financing to Prospective Buyer secured by the Property (or portions thereof) (the "Possible Financing") if Prospective Buyer acquires the Property (or portions thereof) (whether because it is the successful bidder at the Foreclosure Sale or because it acquires the property from the Lender-Controlled Purchaser), or (d) the Lenders may consider other possible alternative transactions involving the purchase and sale of direct or indirect interests in the Property (or portions thereof) or financing related thereto (collectively, "Possible Other Transactions").

As used herein, (i) the term "Possible Transaction" shall mean any actual or prospective participation in the bidding at the Foreclosure Sale, any Possible Pre-Foreclosure Purchase, any Possible Note Purchase, any Possible REO Purchase, any Possible Financing or any Possible Other Transactions, (ii) the term "Discussions" means discussions concerning any Possible Transaction, and (iii) the term "Prospective Seller" means either the Receiver, the Trustee, any Lender or the Lender-Controlled Purchaser, as the context may require. In connection with such matters, Prospective Buyer agrees as follows:

1. Discussions. Each of Registered Broker and Prospective Buyer agrees that there is no obligation on the part of any Prospective Seller to engage in or continue in Discussions, and that each Prospective Seller may, in its sole and absolute discretion and with or without notice to Prospective Buyer, terminate the Discussions with it at any time and for any (or no) reason without liability of any kind for doing so. Each of Registered Broker and Prospective Buyer agrees that no Prospective Seller shall incur any liability or obligations in connection with such Discussions, unless a written agreement which complies with paragraph 4 below is entered into with it (and then, only to the extent provided therein). The "Discussions" as used herein shall include any discussions (if any) relating to a Possible Transaction which may have occurred prior to the date hereof.

2. Understandings with respect to the Discussions. Prospective Buyer agrees that neither acceptance of this letter nor the occurrence of any Discussions shall be construed as a commitment by Trustee, any Lender or any Lender-Controlled Purchaser to foreclose upon the Property or exercise any other remedies, or by any Prospective Seller to sell the Property to Prospective Buyer or enter into any Possible Transaction, to grant or extend any other accommodations, whether financial or otherwise, to Prospective Buyer, to provide any Evaluation Materials (as defined below) to Prospective Buyer, or to offer to Prospective Buyer the same or similar terms with respect to any Possible Transaction as may be offered to any other person. Neither acceptance of this letter, nor any Discussions, shall limit in any way (a) any participation by the Trustee, any Lender, Prospective Buyer or any other person in bidding at the Foreclosure Sale; (b) the right of the Trustee or any Lender to continue their discussions and negotiations with the Owner and its principals concerning terms by which the Loans might be modified or extended; (c) the right of any Prospective Seller to enter into discussions, negotiations or contracts with any other person with respect to any Possible Transaction or otherwise (or to offer, in connection therewith, terms or financial accommodations which may be more favorable to such other person than those which may be offered to Prospective Buyer), or (subject to the terms of the documents evidencing, securing or relating to the Loans) the right of Prospective Buyer to enter into discussions, negotiations or contracts with the Owner or its principals, in either case, with respect to the purchase and sale of direct or indirect interests in the Property (or portions thereof) or any financing related thereto; or (d) the exercise by the Trustee or any Lender of any of their rights and remedies with respect to the Loans. Prospective Buyer further agrees that none of the Prospective Sellers shall be obligated to obtain from any other person with respect to any Possible Transaction undertakings of the type provided for herein.

3. Freedom to Participate or Refrain from Participation in a Foreclosure Sale. Prospective Buyer remains free to participate (or, at its sole election, not participate) in the bidding at the Foreclosure Sale, and

Prospective Buyer certifies and agrees that it has not agreed and shall not agree, with any person or entity, to bid any minimum or maximum amount (or bid at all, or refrain from bidding) at the Foreclosure Sale or otherwise attempt to limit, pre-arrange the outcome of or restrain the bidding at the Foreclosure Sale in any way or manner whatsoever (it being understood that neither acceptance of this letter nor the Discussions are intended, in any way, to involve any such agreement). Prospective Buyer agrees that nothing contained herein shall limit the rights of the Trustee, the Lenders or any Lender-Controlled Purchaser with respect to the determination, as among themselves, of whether to bid or of the amount which they may elect to bid (by credit bid or otherwise) for the Property at any Foreclosure Sale. Prospective Buyer further agrees that nothing contained herein shall limit the rights of the Receiver to bid or to assist other bidders at the Foreclosure Sale.

4. Written Agreements and Amendments. Prospective Buyer agrees that none of the Prospective Sellers shall be bound by any agreement on any issue contemplated herein or otherwise unless and until such agreement has been memorialized in a written agreement signed by each of the parties to be bound thereby and, where applicable, in the case of agreements entered into by the Receiver, approved by the court. Without limiting the generality of the foregoing, Prospective Buyer agrees that any Prospective Seller may prepare or cause to be prepared term sheets, memoranda or other documents outlining or describing Possible Transactions or indicative terms thereof. Neither the preparation or distribution of, or response to, any such term sheet, memoranda or document, nor failure to respond thereto, shall constitute an agreement on the part of any Prospective Seller or a binding offer by any Prospective Seller, or otherwise form the basis on which Prospective Buyer may claim reliance in any manner. Prospective Buyer acknowledges that the Trustee, the Lenders and any Lender-Controlled Purchaser may be unwilling to enter into any written agreement whatsoever unless and until (subject to all of the other terms and conditions hereof) a Lender-Controlled Purchaser has acquired the Property at a Foreclosure Sale.

5. Evaluation Materials. Each of Registered Broker and Prospective Buyer acknowledges that, in connection with the Discussions, it may receive or be given the opportunity to review certain Evaluation Materials (as defined below). As used herein, "Evaluation Materials" refer to any and all non-public information provided or made available to each of Registered Broker and Prospective Buyer (whether by the Receiver, Trustee, any Lender, or any of their respective affiliates, advisors, agents, counsel, representatives or employees) regarding the Owner, the Property, the Loans, the Receiver, Trustee, the Lenders, the Manager, the Receivership Order or any other matters (whether or not such information was prepared or assembled by or for the Receiver, the Trustee, any Lender or any other person).

6. Disclaimer. Each of Registered Broker and Prospective Buyer understands and agrees that none of the Prospective Sellers nor Receiver bears any responsibility (and shall not be liable) for the accuracy or completeness (or lack thereof) of any Evaluation Materials or any information contained therein (regardless of whether such Evaluation Materials have been prepared by or from third party sources (including the Owner or Manager) or by a Prospective Seller), or for any omission from such Evaluation Materials of any information which might be deemed necessary to make the information contained in the Evaluation Materials so delivered not misleading. Prospective Buyer further understands and agrees that the Evaluation Materials may not include all information known to the Prospective Seller or Receiver that relates to the Owner, the Property, the Loans, Trustee, the Lenders, the Manager, the Receivership Order or any other matters relating thereto (and that it is possible that other bidders may receive from the Prospective Seller or from others (including the Owner or Manager) information concerning any of the foregoing that may be in addition to the information that has been made available to Prospective Buyer), and that the matters known to the Prospective Seller and not disclosed or made available to Prospective Buyer (or received by other bidders) may be material. Further, Prospective Buyer acknowledges that the Evaluation Material may contain certain projections relating to the Property, and agrees that nothing contained therein is, or should be relied on as, a promise or representation as to the future. Prospective Buyer acknowledges that the Evaluation Materials will not be all-inclusive or contain all of the information that a Prospective Buyer may consider material or desirable in making its decision to enter into a Possible Transaction, will not be a substitute for a Prospective

Buyer's independent evaluation and analysis and should not be considered as a recommendation by Trustee, any Lender, any Lender-Controlled Purchaser, the Receiver or any of their agents. Prospective Buyer agrees that it will take such steps as it deems necessary to assure that it has the information it considers material or desirable in making its decision to enter into a Possible Transaction, and shall perform its own independent investigation and analysis of the Property and all other information it deems relevant thereto. Prospective Buyer's participation in any Possible Transaction shall reflect conclusively its determination that it has received all information that it considers to be material to its decision whether or not to participate.

7. Communications with Third Parties. Without limiting the confidentiality obligations of Prospective Buyer and its Representatives (as defined below) set forth herein, each of Registered Broker and Prospective Buyer agrees that it shall not contact or communicate with any tenant of the Property, any service provider to the Property, any governmental agency with reference to the Property, without first obtaining written permission from the Receiver (prior to the Foreclosure Sale) or the Trustee (following the Foreclosure Sale, but only if the Trustee or a Lender Controlled Purchaser acquired the Property at the Foreclosure Sale), except for contacts or communication which are permitted by applicable law in connection with its participation in the bidding at the Foreclosure Sale or contacts or communication which are authorized by the Owner. While Prospective Buyer remains free to have contacts or communications with the Owner concerning any matters relating to the Property (including communication in connection with Prospective Buyer's determination whether to participate in the bidding at the Foreclosure Sale or, subject to the terms of the documents evidencing, securing or relating to the Loans, the purchase and sale of direct or indirect interests in the Property (or portions thereof)), Prospective Buyer shall not, without the Trustee's prior written consent, have any communications with the Owner with respect to the terms of any Possible Note Purchase, Possible REO Purchase, Possible Financing or Possible Other Transaction or with respect to any other matters that form part of the Discussions or which relate to Confidential Information with respect to any Possible Note Purchase, Possible REO Purchase, Possible Financing or Possible Other Transaction.

8. Terms of Possible Transactions; No Representations or Warranties. Prospective Buyer acknowledges and agrees that (a) each Prospective Seller reserves all rights to establish from time to time the terms and conditions of any Possible Transaction, and (b) **IN CONNECTION WITH ANY POSSIBLE TRANSACTION, NO PROSPECTIVE SELLER SHALL MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES RELATING TO THE OWNER, THE PROPERTY, THE LOANS, THE LENDERS, THE MANAGER OR ANY OTHER MATTERS RELATING THERETO, OR REPRESENTATIONS AND WARRANTIES RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE COMPLETENESS OR ACCURACY OF INFORMATION, THE ENFORCEABILITY OF ANY AGREEMENTS OR DOCUMENTS, OR THE LIKE, AND ANY POSSIBLE TRANSACTION SHALL BE ON AN AS-IS, WHERE-IS, WITH-ALL-FAULTS BASIS.** Prospective Buyer agrees that none of the Prospective Sellers shall be under any legal obligation to accept bids for or to sell any of the Property or otherwise to engage in any Possible Transaction. At any time Trustee may postpone, adjourn or cancel the sale of the Property without notice to Prospective Buyer or any other person, or any Prospective Seller may modify or amend the procedures, terms and conditions governing the sale of the Property, or may adopt additional procedures, terms and conditions with respect to the sale.

9. No Agency. Prospective Buyer is acting as a principal and not as agent, representative, intermediary, nominee or in a similar capacity for another person. Prospective Buyer has authorized Registered Broker to represent it with respect to a Possible Transaction. The Prospective Buyer agrees to pay any and all compensation claimed by Registered Broker, and both the Prospective Buyer and the Registered Broker, hereby agree to indemnify each Prospective Seller and Receiver against any compensation, fee, loss, liability or expense, including attorney's fees, arising from claims by Registered Broker or any other party the Prospective Buyer or Registered Broker has had dealings with, excluding Receiver, in connection with the

Possible Transaction. The Registered Broker agrees that it will not look to any Prospective Seller or Receiver for any compensation in connection with the Possible Transaction and the Registered Broker agrees it will not discuss any Possible Transaction with any other party other than the Prospective Buyer and that it will not distribute the Evaluation Materials or excerpts to any other party. Prospective Buyer has not had, and will not have, any discussions regarding any Possible Transaction with any broker or agent other than Receiver and the Registered Broker.

10. Agreements Affecting the Property. With respect to any Possible Transaction involving the acquisition of the Property by Prospective Buyer, Prospective Buyer acknowledges that (a) the purchaser of the Property will acquire the Property subject to certain agreements and may be required to assume certain obligations thereunder or to obtain certain consents or waivers or to deliver certain notices or other deliverables thereunder, and (b) provisions of such agreements may contain certain restrictions on the transfer of the Property, and the purchaser of the Property at a Foreclosure Sale may be bound by non-disturbance agreements or other provisions of any leases affecting the Property.

11. Confidentiality.

(a) Prospective Buyer and Registered Broker agrees to keep the Confidential Information (as defined below) confidential from everyone other than Prospective Buyer's directors, officers, employees and agents (collectively, "Representatives") who are or are expected to become engaged in evaluating, approving, structuring or administering a Possible Transaction. Prospective Buyer may, however, disclose the Confidential Information (a) upon the request or demand, of any regulatory agency or authority having jurisdiction over Prospective Buyer, (b) to the extent the Confidential Information is public or has become public other than through disclosure by Prospective Buyer or Prospective Buyer's Representatives, and (c) to Prospective Buyer's legal counsel and independent auditors as required in connection with the operation of Prospective Buyer's business. In the event that Prospective Buyer is requested or required by any court or administrative agency or pursuant to any subpoena, interrogatory or similar process to disclose any of the Confidential Information, Prospective Buyer shall, unless specifically prohibited by law, provide the Receiver (prior to the Foreclosure Sale) and the Trustee with immediate written notice thereof so that an appropriate protective order may be sought or compliance herewith waived. Notwithstanding the foregoing, Prospective Buyer may disclose to any and all persons, without limitation of any kind, the "tax treatment" and "tax structure" (in each case within the meaning of Treasury Regulation Section 1.6011-4) of any Possible Transaction and all materials of any kind (including opinions or other tax analyses) that are or have been provided to Prospective Buyer relating to the tax treatment or tax structure; provided, however, that with respect to any document or similar item that in either case contains information concerning such tax treatment or tax structure of any Possible Transaction as well as other information, this sentence shall only apply to such portions of the document or similar item that relate to such tax treatment or tax structure.

(b) Each of Registered Broker and Prospective Buyer hereby acknowledges that the Confidential Information is proprietary and valuable and Prospective Buyer agrees not to use the Confidential Information for any purpose whatsoever except for evaluating a Possible Transaction. Prospective Buyer agrees that all of Prospective Buyer's non-employee Representatives having access to the Confidential Information shall have executed with Prospective Buyer an agreement containing terms substantially similar to the terms set forth in this paragraph 11 and paragraphs 12, 13 and, prior to the Foreclosure Sale, 15 of this letter (such agreement, a "Confidentiality Agreement") and Prospective Buyer agrees to enforce such agreement(s). Prospective Buyer agrees to protect the Confidential Information with at least the same standard of care and procedures that Prospective Buyer uses to protect Prospective Buyer's own trade secrets and confidential proprietary information, but in no event may such standard of care be less than that of professional reasonable care. Upon prior written request of the Receiver (prior to the Foreclosure Sale) or the Trustee, Prospective Buyer shall provide a list of persons who have or had or will have access to the Confidential Information. Prospective Buyer agrees to maintain a permanent record of all such Confidentiality Agreements.

Prospective Buyer shall be responsible for any breach of any Confidentiality Agreement by any of Prospective Buyer's Representatives, and Prospective Buyer shall indemnify each Prospective Seller and its respective affiliates for any loss, liability, cost or expense, including attorneys' fees, incurred by it or any of its affiliates in connection therewith.

(c) In the event that Prospective Buyer determines not to proceed with a Possible Transaction, Prospective Buyer agrees promptly to advise Receiver of Prospective Buyer's decision and promptly, upon any Prospective Seller's written request, to return all the Confidential Information to such Prospective Seller in care of Receiver or to destroy it and certify its destruction to such Prospective Seller.

(d) For these purposes, "Confidential Information" means (i) all Evaluation Material; (ii) all non-public information received from or on behalf of any Prospective Seller or any of their respective affiliates, advisors, agents, counsel, representatives or employees relating to any Possible Transaction; and (iii) all non-public information that is discussed in the course of any Discussions.

12. Miscellaneous. This letter shall inure to the benefit of each Prospective Seller and each of their respective heirs, successors and assigns, and shall be binding upon Prospective Buyer and Registered Broker and their respective heirs, successors and assigns (provided that neither Prospective Buyer nor Registered Broker shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Receiver (prior to the Foreclosure Sale) and the Trustee. No modification, amendment waiver or supplement to this letter shall be effective unless such modification, amendment, waiver or supplement is executed by Prospective Buyer and accepted in writing by the Receiver (prior to the Foreclosure Sale) and the Trustee. This letter shall be governed by Arizona law. Paragraph headings used herein are for convenience only and shall not be used to interpret any term hereof. As used herein, the word "including" means "including without limitation". Delivery of an executed signature page of this letter by facsimile transmission or by transmission of a .pdf file containing an executed copy of this letter through an email message shall be as effective as delivery of a manually executed counterpart thereof, provided such delivery is accepted in writing by the Receiver (prior to the Foreclosure Sale) and the Trustee. No failure or delay by any Prospective Seller in exercising any right, power or remedy under this letter shall operate as a waiver of any such right, power or remedy.

13. Injunctive Relief; Waiver of Jury Trial. Each of Prospective Buyer and Registered Broker acknowledges that, should any Prospective Seller allege that Prospective Buyer, Registered Broker or any of Prospective Buyer's Representatives have breached any of the obligations of confidentiality or other obligations set forth in this letter or in any Confidentiality Agreement entered into pursuant hereto, such a breach would cause irreparable harm to the Prospective Sellers, for which they would have no adequate remedy at law, or otherwise would establish a foundation for seeking equitable relief, and each Prospective Seller shall be entitled to seek a temporary restraining order, preliminary injunction or other legal redress for Prospective Buyer's actions, or those of Registered Broker or Prospective Buyer's Representatives, in the **U.S. Federal District Court for the District of Arizona or the courts of the State of Arizona located in Maricopa County (and appellate courts from any thereof), and Prospective Buyer and Registered Broker each hereby consents to the jurisdiction of such courts should any Prospective Seller seek such a remedy or in connection with any such dispute. EACH OF PROSPECTIVE BUYER AND REGISTERED BROKER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LETTER.**

14. Indemnification. Prospective Buyer and Registered Broker shall, jointly and severally, indemnify, defend, protect and hold harmless each Prospective Seller and each of their respective successors and assigns and each such entity's officers, directors, shareholders and agents, including Receiver (each of whom shall be a third party beneficiary hereof) from, against and in respect of any and all loss or damages

resulting from (a) any misrepresentation, breach of warranty, or any non-fulfillment of any representation, warranty, covenant or agreement on the part of Prospective Buyer and/or Registered Broker contained herein, (b) any claim or demand by any person or entity entitled to receive from Prospective Buyer and/or Registered Broker or for its account any brokerage commission or finder's fee in connection with this letter or any Possible Transaction, or (c) any and all actions, suits, proceedings, demands, assessments, judgments, reasonable attorneys' fees, costs, expenses and interest incident to any of the foregoing.

15. Limitation of Receiver Liability. Nothing in this letter shall subject the Receiver or its principals, members, employees, officers or agents to personal liability. The Receiver shall be and hereby is excused and exculpated from any personal liability. Prospective Buyer's recourse in connection with the Receiver's obligations, duties and responsibilities with respect to this letter and any Possible Transaction shall be solely against the assets of the Receivership estate. Any payment obligation of the Receiver is limited to the funds in the Receivership estate. The Receiver shall have no obligation to advance its own funds to any costs and expenses of the Receivership estate.

Very truly yours,

**Prospective Buyer:**

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Registered Broker:**

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted as of this \_\_\_ day of \_\_\_\_\_, 2010:

Wells Fargo Bank, N.A., As Trustee for the Registered Certificate  
Holders of LaSalle Commercial Mortgage Securities, Inc. 2006-MF2, Commercial Mortgage Pass-Through  
Certificates, Series 2006-MF2

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RESOLUTE COMMERCIAL SERVICES, LLC,  
an Arizona limited liability company,  
as Receiver

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_