

## PRINCIPAL CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

\_\_\_\_\_, 2022

Cushman & Wakefield U.S., Inc.  
1290 Avenue of the Americas  
New York, New York 10104

**RE: 76-82 St Marks Avenue, Brooklyn, NY 11217 ("Property")**

Ladies & Gentlemen:

This will serve to confirm our agreement concerning all materials, data and information which Cushman & Wakefield U.S., Inc. ("C&W" or "Broker") acting as exclusive agents on behalf of the ownership and their related companies The Owner ("Owner"), will make available to us for study in connection with a possible purchase by us of the Property ("Evaluation Material"). The term "Evaluation Material" does not include information which: (i) is or becomes generally available to the public through no fault of ours or our Representatives (defined below), (ii) was available to us on a non-confidential basis prior to its disclosure to us by Broker or Owner, or (iii) becomes available to us from a source other than Broker or Owner, provided, however, that such source is not known to us to be bound by a confidentiality obligation of any kind to Broker or Owner, or (iv) we legally compelled to disclose in the reasonable opinion of our counsel.

C&W is prepared to furnish us with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to you. . Therefore, as a prerequisite to C&W's furnishing the Evaluation Material to us, we hereby agree as follows:

1. The Evaluation Material furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker or agent for any other person. Therefore we agree to keep all Evaluation Material strictly confidential; provided however, that any such Evaluation Material may be disclosed to our officers, partners, directors, investors, agents, employees, legal counsel, advisors, consultants and lenders (collectively, "Representatives") who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such Representatives shall be informed by us of the confidential nature of such information and shall be directed by us to keep such information confidential in accordance with the terms of this agreement. We shall be responsible for any breach of this Agreement by any of our Representatives.

We agree to return or destroy the Evaluation Material promptly if requested by C&W; provided, however, we may retain electronic files containing the Evaluation Material created pursuant to automatic archiving and backup procedures or maintained pursuant to internal or regulatory document retention policies so long as such electronic files are kept confidential in accordance with the terms of this agreement. We agree that the owner of the Property ("Owner") and C&W may have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, Owner or C&W will have the right, in addition to any other right Owner or C&W may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms. In the event that Owner and/or C&W is successful in any action for injunctive relief or in any action for damages as a result of our breach of this Agreement, we agree to pay Owner's and C&W's costs and expenses of such action, including reasonable counsel fees.

In addition, we agree that we will not disclose and we will direct our representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person, the fact that the Evaluation Material has been made available to us, that discussions or negotiations among us, Owner and C&W are now taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition of the Property.

If any court or governmental authority requires you to disclose any portion of the Evaluation Material, you shall, to the extent permitted by law and legal process (a) provide the Owner with prompt notice of such requirement and (b) cooperate with the Owner in a commercially reasonable manner in obtaining any protective order or other remedy sought by the Owner with respect to such requirement, at Owner's sole cost and expense. If no such protective order or other remedy is obtained, then you may disclose only that portion of the Evaluation Material that in the reasonable opinion of your legal counsel is legally required to be disclosed, and shall exercise all commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Evaluation Material. You further agree not to discuss the proposed transaction with any tenant, lender, partner or agent for the Property without prior written consent of Owner, provided, however, that nothing in this agreement shall prohibit you from contacting any person in the ordinary course of dealings on matters unrelated to the Property.

2. Although C&W has endeavored to include in the Evaluation Material information which C&W believes to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither Owner nor C&W nor any of their respective affiliates or agents make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. We agree that Owner, C&W and their respective affiliates or agents shall not have any liability to us as a result of our use of the Evaluation Material and it is understood that we are expected to perform and are responsible for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, as we deem necessary or desirable and as permitted by agreement with Owner of the Property.
3. We also represent that no broker or agent represents us or will represent us in any possible transaction involving the Property. We acknowledge that no fees, commissions or expenses will be due from C&W or Owner to us or to any person or entity purporting to represent or act on our behalf.
4. We understand that C&W is acting on behalf of Owner as the sole exclusive agent and advisor in connection with the sale of the Property. We agree to pay all brokerage commissions, finder's fees and other compensation to which any broker, finder or other person may be entitled to in connection with the negotiation and/or sale of the Property to us, except C&W's compensation, which is payable by Owner. In addition, we agree to defend, indemnify, and hold harmless Owner and C&W against any and all claims, liabilities, damages, and costs of defense (including reasonable attorneys' fees) for a commission, fee or other compensation by any other person, broker, finder, or agent alleging that they have dealt with or through us, our affiliates, successors, assigns, and related parties, in connection with the negotiations and/or sale of the Property to us.
5. It is understood that Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers to purchase an interest in the Property and/or to terminate discussions with any potential purchaser at any time, with or without notice. Owner shall have no legal commitment or obligation to any potential purchaser unless and until a written agreement for the sale of the Property has been fully executed and delivered by Owner.
6. It is understood that any discussions with respect to any possible transaction of the Property are subject to change of price, prior sale, financing or withdrawal without notice.
7. We acknowledge that the provision of Evaluation Material is subject to completion of this letter agreement and its approval by Owner or C&W.
8. We warrant and represent to C&W and Owner that we, and all persons and entities owning (directly or indirectly) an ownership interest in us: (a) are not, and shall not become, a person or entity with whom C&W or Owner is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (b) are not knowingly engaged in, and shall not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.
9. The parties agree that Owner is a third party beneficiary of this agreement and shall have the right to seek performance of the obligations hereunder. This agreement embodies the full understanding of the parties and may not be changed orally. This agreement shall be governed and construed in accordance with the laws of the State of New York.
10. This agreement shall terminate upon the earlier to occur of: (i) the one (1) year anniversary of the execution and delivery of this agreement by the parties hereto and (ii) the date of closing any transaction regarding the Property between Owner and us or our respective affiliates.

Very truly yours,

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

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

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

Date: \_\_\_\_\_

**EMAIL:**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, St, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Return To:**

Cushman & Wakefield U.S., Inc.

1290 Avenue of the Americas

New York, NY 10104

Loren Valla

Loren.Valla@cushwake.com