

ACKMAN | ZIFF

REAL ESTATE CAPITAL ADVISORS

4. The Broker represents and covenants that it is, and at the time of the consummation of any sale of the Property to the Potential Purchaser will be, a duly licensed real estate broker.
5. The Potential Purchaser and Broker understand and acknowledge that Ackman-Ziff and the Owner do not make any representation or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to Ackman-Ziff by others and has not been independently verified by Ackman-Ziff and is not guaranteed as to completeness or accuracy. The Potential Purchaser and Broker agree that neither Ackman-Ziff nor the Owner shall have any liability for any reason to the Broker or the Potential Purchaser or Related Parties resulting from the use of the Informational Materials.
6. The Broker hereby indemnifies and holds harmless Ackman-Ziff and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Broker or, the Potential Purchaser, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property to the Potential Purchaser.
7. The Potential Purchaser and Broker acknowledge that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. Potential Purchaser and Broker acknowledge that the Property is being offered without regard to race, creed, sex, religion or national origin.
8. The Potential Purchaser and Broker acknowledge that the value of the Informational Materials to Owner is unique and substantial, but it may be impractical or difficult to assess such value in monetary terms. In the event of an actual or threatened violation of this agreement, Potential Purchaser and Broker expressly consent to the enforcement of this agreement by injunctive relief or specific performance, without proof of actual damages or any requirement to post a bond, in addition to any and all other remedies available to the Owner. In the event of litigation relating to this agreement, the non-prevailing party shall reimburse the prevailing party for its reasonable legal fees and expenses incurred in connection with such litigation. No failure or delay by Owner in exercising any right, power or privilege under this agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. Owner reserves the right to assign its rights, powers, and privileges under this agreement to any person. Neither the Potential Purchaser nor Broker may assign this agreement or any part thereof (by operation of law or otherwise) without the prior written consent of Owner, and any purported assignment without such consent shall be null and void. This agreement shall be binding upon and inure to the benefit of the parties hereto, including intended beneficiaries hereof, and their respective successors and permitted assigns. This agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. This agreement may not be amended or modified in any respect except by a written instrument signed by all of the parties hereto including intended beneficiaries hereof.
9. Broker shall be paid a commission by its Potential Purchaser only and shall not be entitled to any compensation by Ackman-Ziff or Owner.

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Ackman-Ziff Real Estate Group LLC



David I. Robinov
Managing Director

BROKER:

ACCEPTED AND AGREED TO

THIS _____ DAY OF _____,
2024

SIGNED:

NAME:

TITLE:

FIRM:

ADDRESS: _____

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PHONE:

EMAIL:
