

## BROKER CONFIDENTIALITY AGREEMENT

You, the undersigned broker ("Broker"), have advised Ackman-Ziff that you wish to register ("Potential Purchaser") with respect to the potential acquisition of Ranch Lake Plaza, located at 8750 SR-70 E, Bradenton, FL (the "Property"). Ackman-Ziff has been retained on an exclusive basis by the owner ("Owner") of the above Property with respect to the solicitation of offers for the purchase of the Property. The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Ackman-Ziff. All fees due to Ackman-Ziff in connection with the sale of the Property shall be paid by Owner. All fees due to Broker, if any, shall be paid by Potential Purchaser.

Ackman-Ziff has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). Ackman-Ziff will not make such Informational Materials available to the Broker unless and until the Broker has executed this agreement. Upon Ackman-Ziff's receipt of this executed agreement, it will provide access to the Informational Materials for the exclusive use of the Potential Purchaser in connection with the possible purchase of the Property subject to the following conditions. Owner and Ackman-Ziff reserve the right to disallow any buyer if either deems in its sole and absolute discretion that such Potential Purchaser is not qualified to complete a transaction of this.

- 1. All Informational Materials relating to the Property which may be furnished to the Broker and the Potential Purchaser by Ackman-Ziff shall continue to be the property of the Owner and Ackman-Ziff. The Informational Materials will be used by the Broker solely for the purpose of presenting same to the Potential Purchaser and may not be copied or duplicated without Ackman-Ziff's written consent and must be returned to Ackman-Ziff immediately upon Ackman-Ziff's request or when the Potential Purchaser terminates negotiations with respect to the Property. No rights to use, license or otherwise exploit the Informational Materials are granted to Potential Purchaser or Broker by implication or otherwise. Neither Potential Purchaser nor the Broker will by virtue of disclosure of the Informational Materials and/or Potential Purchaser's and the Broker's use of the Informational Materials, acquire any rights with respect thereto, all of which rights shall remain exclusively with Owner.
- 2. Neither Broker nor the Potential Purchaser will disclose the Informational Materials to any person other than the Potential Purchaser, unless Ackman-Ziff has approved in writing such disclosure, provided, however, that the Informational Materials may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property. The Potential Purchaser and such Related Parties shall be informed by the Broker of the confidential nature of the Informational Materials and must agree to keep all Informational Materials strictly confidential in accordance with this agreement. The Broker and Potential Purchaser shall be responsible for any violation of this provision by the Potential Purchaser or Related Party. The Broker and Potential Purchaser further agree not to discuss the proposed transaction with any tenant, lender, investor, partner or ground lessor of, or agent for, the Property without the prior written consent of Owner.
- 3. The Potential Purchaser authorizes the Broker to represent it as its Broker with respect to the purchase of the Property. The Broker agrees it will not discuss the Property with any other party other than the Potential Purchaser and that it will not distribute the Informational Materials or excerpts to any other party. The Potential Purchaser acknowledges that it is a principal in connection with the purchase of the Property and the Potential Purchaser hereby agrees that it will not look to the Owner or Ackman-Ziff for any commission, fee or other compensation in connection with the sale of the Property. Additionally, the Potential Purchaser acknowledges that it has not had any discussions regarding the Property with any broker or agent other than Ackman-Ziff and the Broker.



- 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 nonprevailing 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.



## 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: — PHONE: EMAIL: