

**TO: CUSHMAN & WAKEFIELD**

**Cushman & Wakefield Principal Confidentiality Agreement  
7715 ASSATEAGUE DRIVE**

We acknowledge that **BDC REALTY, LLC** ("Seller"), through Cushman & Wakefield, U.S., Inc. [Cushman & Wakefield] ("Broker"), has available for study certain information ("Evaluation Materials") regarding **7715 ASSATEAGUE DRIVE** ("Property"). Seller and Broker are prepared to furnish the Evaluation Materials to us in connection with discussions concerning our possible investment in the Property only on the condition that we agree to treat the Evaluation Materials confidentially and agree specifically as follows:

- 1. We will use the Evaluation Materials furnished solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker or agent for ourselves or any other person. Therefore, we agree to keep all Evaluation Materials strictly confidential provided, however, that any such Evaluation Materials may be disclosed to our directors, officers, or employees, as well as our counsel, accounting firms, and financial institutions who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such directors, officers, lawyers, financial institutions, and accountants shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence.

We agree not to copy or duplicate, and direct our representatives who are given access not to copy or duplicate the Evaluation Materials, and to return the Evaluation Materials to you promptly if we decide not to go forward with discussions or if requested by you. We agree that the owner of the Property ("Owner") and Cushman & Wakefield will have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, the Owner or Cushman & Wakefield will have the right, in addition to any other right the Owner or Cushman & Wakefield may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms.

In addition, we agree that we will not disclose and we will direct our representatives who are given access to the Evaluation Materials, in accordance with the terms hereof, not to disclose to any person the fact that the Evaluation Materials have been made available to us, that discussions or negotiations among us, the Owner and Cushman & Wakefield, 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.

- 2. Although you have endeavored to include in the Evaluation Materials information that you believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither the Owner of the Property nor Cushman & Wakefield make any representation or warranty to us as to the accuracy or completeness of the Evaluation Materials. We agree that the Owner of the Property and Cushman & Wakefield shall not have any liability to us as a result of our use of the Evaluation Materials 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 the Owner of the Property.
- 3. We acknowledge that Broker has an exclusive listing to sell the Property and the Broker will be acting as the Seller's Agent in the transaction. We also represent that no broker or agent represents us or will represent us in any possible transaction involving the Property and that neither Broker nor Seller will be obligated to pay a fee to a Buyer's Agent or us in the event a transaction is consummated between the Seller and us.

We acknowledge our agreement to and acceptance of the foregoing by signing below and returning one (1) executed copy of the Agreement via e-mail to Broker.

**ACCEPTED AND AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**Company:** \_\_\_\_\_

**By:** \_\_\_\_\_ Duly Authorized to Sign

**Its** \_\_\_\_\_

**PLEASE SEND OFFERING MEMORANDUM TO:**

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

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

**Company:** \_\_\_\_\_

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

\_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

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