



Broker Confidentiality and Indemnification Agreement (the "Agreement")

4162-4168 Broadway, New York, NY 10039

Principal: _____ (**"Potential Purchaser"**)

Title: _____

Company: _____

Phone: _____

E-Mail: _____

Salesperson: _____ (**"Broker"**)

Company: _____

Phone: _____

E-Mail: _____

Re: Confidentiality and Indemnification Agreement

We have advised you that Cushman & Wakefield Realty of Manhattan LLC, ("Agent") is acting as exclusive agents on behalf the owner ("Owner"), in connection with the possible sale of the 4162-4168 Broadway, New York, NY (Block: 2145 Lots: 10, 12,15) (the "Properties"). You have informed us that

_____ ("Broker") is authorized to act on behalf of

_____ ("Potential Purchaser") and represent that Potential Purchaser is interested in the possible purchase of the Properties, and has the experience and financial capabilities to undertake a transaction of this magnitude.

Agent has made available certain information relating to the Properties, including a preliminary brochure or "set up", and has made available, and may in the future make available, certain additional information (collectively, the "Confidential Information") concerning the Properties and information regarding the tenants at the Properties. Broker may only make such Confidential Information available to Potential Purchaser upon execution of this Agreement. The Confidential Information is intended solely for Potential Purchaser's limited use in evaluating the Properties. This Agreement is not an agreement to sell the Properties or any interest therein. No agreement binding upon Owner, or any of its associated or affiliated companies, to sell the Properties shall be deemed to exist, at law or equity, until Owner enters into a formal binding agreement, fully executed and delivered by all parties thereto. Broker has no authority to bind Owner in connection with the sale of the Properties or otherwise.

All non-public materials and information (whether verbal or written) concerning the Properties or the Owner, however delivered, developed or obtained by Broker or Potential Purchaser, shall be deemed "Confidential Information". The Confidential Information contains brief, selected information pertaining to the Properties and the business and affairs of Owner. It does not purport to be all inclusive or to contain all the information which Potential Purchaser or a prospective purchaser or lender may desire. Neither Agent, Owner, or Broker makes any representation or warranty, expressed or implied, as to the accuracy or the completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto.

Broker has informed Potential Purchaser that it is of utmost importance that all discussions concerning the proposed transaction (including, without limitation, the fact that any discussions have taken or are taking place) be kept in strict confidence and shall be considered Confidential Information. Accordingly, Potential Purchaser hereby agrees that the Confidential Information will be used only in connection with the proposed transaction (the "Transaction") and its consideration thereof, and that all discussions concerning the Transaction, as well as all Confidential Information, will be kept confidential by Potential Purchaser and its partners, officers, members, agents, employees, contractors, and consultants, and shall not, except as hereinafter provided, be disclosed in any manner whatsoever without the prior written consent of Owner, which may be granted or withheld in Owner's sole and absolute discretion. Information concerning the Transaction and the other Confidential Information shall be submitted only to those partners, officers, members, agents, employees, contractors and consultants who need to know such information for the purpose of evaluating the Transaction and who shall (i) be advised by Broker or Potential Purchaser of the confidential nature of the information and (ii) agree to treat such information confidentially. Broker and Potential Purchaser will be responsible for any such persons to comply with such instruction and Potential Purchaser shall be liable for any failure on their part to do so. Potential Purchaser and/or Broker further agrees not to contact, as applicable, or discuss (or cause any of your representatives to contact or discuss) the Transaction or Owner with any other person affiliated with the Properties, without the prior written consent of Owner, provided, however, that nothing shall prohibit Potential Purchaser or Broker from contacting any person in the ordinary course of dealings or matters unrelated to the Transaction.

Owner expressly reserves the right to reject any or all proposals or expressions of interest to purchase the Properties, to cease any marketing efforts with respect to the Properties, to consummate the sale of the Properties to a party other than Potential Purchaser, and to terminate discussions at any time with or without notice. If Potential Purchaser does not wish to pursue negotiations, such negotiations are undertaken but a transaction fails to be consummated with Potential Purchaser, or if otherwise requested by Owner or Agent, Potential Purchaser hereby agrees to promptly return the Confidential Information to Agent.

Broker and Potential Purchaser understand and foresee that any violation of this Agreement would damage Owner and Agent and their respective successors. Broker and Potential Purchaser hereby agree to indemnify, defend and hold harmless Owner and Agent and their respective members, directors, officers, employees, agents, representatives, affiliates, successors and assigns from and against any and all liability, claim, demand, loss, cost, damage, expense or cause of action (including without limitation, reasonable attorneys' fees and expenses) in connection with any breach or alleged breach of the provisions of this Agreement. In addition, Broker and Potential Purchaser agree that Owner and Agent will have no adequate remedy at law if Broker or Potential Purchaser violates any of the terms of this Agreement. In such event, Owner and/or Agent will have the right, in addition to any other right Owner and Agent may have, to seek injunctive relief to restrain any breach or threatened breach by Broker or Potential Purchaser or specific enforcement of such terms.

Broker and Potential Purchaser understand and agree that the Confidential Information does not purport to be complete and accurate, and that Broker and Potential Purchaser will rely entirely on its own due diligence with regard to all matters. No representations or warranties are implied by the submission of the Confidential Information and none is given unless Owner subsequently elects to make specific, limited

representations and warranties in a final, fully executed and delivered, sale agreement definitive in form and scope. Broker and Potential Purchaser agree that neither Owner nor Agent shall not have any liability to Broker or Potential Purchaser as a result of its use of the Confidential Information and it is understood that Broker and Potential Purchaser are expected to perform and be responsible for such due diligence investigations and inspections of the Properties, including investigation of any environmental conditions, as Potential Purchaser deems necessary or desirable and as permitted by agreement with Owner.

Owner is expressly made a third-party beneficiary of this Agreement and shall be entitled to enforce all of the rights and remedies of "Owner" hereunder.

This Agreement contains the entire agreement between the parties concerning the treatment of Confidential Information and this Agreement may not be amended or modified, except by a written instrument executed by the undersigned.

If Potential Purchaser, represented by Broker, completes the sales transaction AND Owner pays to Agent a brokerage commission, Broker will be entitled to not more than 50% of the brokerage commission actually received by Agent.

This Agreement and all controversies and disputes arising hereunder shall be governed by the laws of the State of New York without regard to principles of conflicts of law.

Very truly yours,

CUSHMAN and WAKEFIELD, Agent

ACCEPTED AND AGREED TO:

Principal: _____ (Please Print)

Signature: _____

Dated: _____

Broker: _____ (Please Print)

Signature: _____

Dated: _____

Please complete and return the form by email to:

Josh Neustadter

Josh.neustadter@cushwake.com

Austin Weiner

Austin.weiner@cushwake.com

Christine Felling

Christine.felling@cushwake.com

