

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this “Agreement”) is made and entered into as of ___ (the “Effective Date”) between Besen Partners LLC, with an office at 13 West 38th Street, New York, NY 10018 (together with its affiliates and subsidiaries, “Disclosing Party”) and _____, with an office at _____ (“Recipient”). In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Purpose. Recipient wishes to explore and evaluate a possible purchase of (or similar transaction involving) (the “Proposed Transaction”) certain real property at 1 S Wolfe St, Baltimore, MD 21231 (the “Property”) owned by the owner thereof (the “Owner”), and in connection therewith, Disclosing Party has or may disclose to Recipient certain Confidential Information (defined below) which Recipient agrees to (i) keep strictly confidential, and (ii) uses solely for the purpose of evaluating and executing the Proposed Transaction.

As used herein, “Confidential Information” means any information disclosed to Recipient or any of its Representatives by Disclosing Party, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation documents, business plans, information concerning proposed products and services, processes, data, research, models, financial analysis, and marketing plans. Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by Disclosing Party; (ii) becomes publicly known and made generally available after disclosure to Recipient by Disclosing Party through no action or inaction of Recipient in breach of this Agreement; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Disclosing Party. The term “Representatives” as used in this Agreement shall include such party’s affiliates and its and their respective directors, officers, employees, managers, advisors (including counsel and accountants), financing sources and all other representatives.

2. Non-use and Non-disclosure. Recipient agrees not to use, and to use best efforts to ensure all of its Representatives not use (which obligation shall include informing such Representatives of the confidential nature of such information), any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Proposed Transaction. Recipient acknowledges and agrees that Recipient is evaluating the Proposed Transaction solely for its own account as a principal in the Proposed Transaction, and not as a broker, agent or representative for any other person or entity. Recipient agrees not to disclose any Confidential Information to third parties or to employees of Recipient, except to those Representatives who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Notwithstanding the foregoing, if Recipient or its Representatives are required by any applicable judicial, regulatory, or governmental authority to disclose any Confidential Information, Recipient shall (to the extent legally permissible) provide Disclosing Party with prompt written notice of such request or requirement and reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure, so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. Subject to the foregoing, Disclosing Party’s failure or inability to obtain a protective order or other remedy as contemplated herein, or failure to provide a waiver, shall not prohibit or prevent Recipient or its

Representatives from complying with the requested or required disclosure of such Confidential Information (or any portion thereof) after the required notice and assistance as required above, provided that any disclosure shall be limited to only such information as is required to respond to such request for disclosure.

3. Maintenance of Confidentiality. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information and shall have its Representatives, who have access to Confidential Information who, prior to such disclosure, are subject to a non-use and non-disclosure obligations no less restrictive than the provisions hereof and have been informed of the confidential nature of such information, prior to any disclosure of Confidential Information to such employees. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by Disclosing Party. Recipient shall immediately notify Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

4. Non-Circumvention. Recipient acknowledges and agrees that, while it is evaluating and/or executing the Proposed Transaction, and for a period of twenty-four (24) months thereafter), Recipient shall not (and shall cause its Representatives not to) directly or indirectly, for its own account or as a partner, joint venture, shareholder, member, investor, agent, employee, director, officer, manager, consultant or otherwise, pursue the Proposed Transaction, except in conjunction with Disclosing Party.

5. Brokers. Recipient (i) represents and warrants that no broker or agent represents or will represent Recipient in the Prospective Transaction, and (ii) acknowledges and agrees that no fees, commissions or expenses will be due from Owner nor Disclosing Party to Recipient, Recipient's Representatives or to any person or entity purporting to represent or act on Recipient's (or its Representative's) behalf. As such, Recipient agrees 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 consummation of the Proposed Transaction (other than Disclosing Party), and Recipient agrees to defend, indemnify, and hold harmless Disclosing Party, Owner, their respective Representatives and their respective heirs, successors and assigns, 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 Recipient, its Representatives, affiliates, successors, assigns, and/or related parties, in connection with the Proposed Transaction.

6. No Obligation. Nothing herein shall obligate Disclosing Party, Owner or Recipient to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

7. Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be and remain the property of Disclosing Party and shall be promptly returned to Disclosing Party or

destroyed upon Disclosing Party's request. Recipient shall not retain any copies, extracts or other reproductions, in whole or in part, of any Confidential Information. Any Confidential Information that is not returned or destroyed, including, without limitation, any oral Confidential Information, and any Confidential Information that is returned or destroyed, shall survive termination of this Agreement and remain subject to the confidentiality obligations set forth in this Agreement.

9. No License. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, or copyright of Disclosing Party or Owner, nor shall this Agreement grant Recipient any rights in or to Confidential Information except as expressly set forth herein.

10. Term. This Agreement shall survive for two years; provided, that, if this Agreement is sooner terminated for any reason, the obligations hereunder shall survive for one year following such termination; provided, further, that with respect to any Confidential Information which constitutes trade secrets, such obligations shall continue for as long as such Confidential Information qualifies as a trade secret under applicable federal, state and/or local law.

11. Remedies. Recipient agrees that any violation of this Agreement will cause irreparable injury to the Disclosing Party and that money damages may not be a sufficient remedy for any breach of any provision of this Agreement, entitling Disclosing Party to all other remedies, including specific performance, injunctive relief and other equitable relief in addition to all other legal remedies for any such breach. In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

12. Third-Party Beneficiary. Owner shall be a third-party beneficiary of this Agreement and shall have the right to enforce the provisions hereof directly to the extent Owner deems such enforcement necessary or advisable to protect its rights at law or in equity.

13. Counterparts. This Agreement may be executed in two or more counterparts (including by means of facsimile or electronic mail), each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

14. Jurisdiction; Consent to Service of Process. Each of the parties to this Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York state or federal court of the United States of America sitting in the City and County of New York and any appellate court from any appeal thereof, in any action or proceeding arising out of or relating to this Agreement or the Proposed Transaction contemplated hereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined only in such state or federal court. Each of the parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Notwithstanding the foregoing, such court may render in addition to compensatory damages any and all further relief in law and/or equity, including injunctive relief as provided above.

Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any

suit, action or proceeding arising out of or relating to this Agreement or the Proposed Transaction contemplated hereby in any New York state or federal court located in the City and County of New York. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

15. Notices. All legal notices and demands given by either party to the other party shall be in writing and shall be delivered by personal delivery, by certified or registered mail, return receipt requested, or by internationally recognized overnight courier service, and addressed to such other party at the applicable address set forth on the first page of this Agreement. Any such notice or demand shall be deemed effective: (a) when personally delivered; (b) five (5) business days after dispatch by certified or registered mail, return receipt requested; or (c) the second business day after dispatch by an internationally recognized overnight courier service, as the case may be.

16. Privacy Policy. By signing this Agreement, you expressly agree, consent, and understand that this information will be shared with Besen Partners LLC. Once you choose to provide your information through this application, use of your information is governed by our Privacy Policy and Terms of Use.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date written above.

DISCLOSING PARTY:
BESEN PARTNERS LLC

RECIPIENT: _____

By: Samuel Finkler

By: _____

Name: Samuel Finkler

Name: _____

Title: Senior Director, National Investment Sales

Title: _____

Date: _____