

BROOKFIELD CONFIDENTIALITY AGREEMENT

August [], 2022

This Confidentiality Agreement (this “**Agreement**”) is entered into by Reviewer for the benefit of Brookfield. Brookfield is directly or indirectly the owner of the Property. Reviewer acknowledges and agrees that the Confidential Information will be furnished to Reviewer only on the condition that Reviewer agrees to treat the Confidential Information confidentially as hereinafter provided and to direct its Representatives to comply with the applicable terms of this Agreement. Therefore, as an inducement to Brookfield to furnish the Confidential Information, Reviewer agrees with Brookfield as follows:

Defined Terms. All terms presented in quotation marks shall have the meanings as defined in this Agreement.

“**Property**” 3333 Broadway in New York, New York, 10031.

“**Reviewer**” [INSERT FULL ENTITY NAME] at [ADDRESS].

“**Representative**” (collectively, “**Representatives**”) includes Reviewer’s affiliates and its and their directors, officers, employees, attorneys, auditors, and accountants who (i) need to know (in connection with the Transaction) and (ii) receive Confidential Information from or on behalf of Reviewer; and only after Brookfield’s prior written (email being sufficient) consent, prospective financing sources (including investors, co-investors, and debt or equity financing sources), partners, or managers (once such consent is provided, such person shall become a Representative).

“**Brookfield**” collectively, BSREP UA Holdings LLC and/or its affiliates and each of their respective successors and/or assigns.

“**Party**” or “**Parties**” Brookfield and Reviewer.

“**person**” or “**persons**” shall be interpreted broadly to include, without limitation, any corporation, limited liability company, partnership, association or other entity, or individual.

“**Transaction**” an evaluation of a potential transaction between Brookfield and Reviewer (and/or their affiliates) in respect of the Property.

“**Broker**” means Cushman & Wakefield.

“**Confidential Information**” means, collectively, (i) all information furnished by or on behalf of Brookfield regarding the Property, the Property’s operation in connection with the Transaction, (ii) all drawings, plans, notes, extracts, compilations, analyses, forecasts, studies, investigations, reports or computer files generated by or for Reviewer or its which are based upon or incorporate the information referred to in clause (i), and (iii) items and terms discussed or negotiated in connection with the Transaction. Notwithstanding the preceding sentence, Confidential Information shall not include information which (a) was in Reviewer’s or its Representatives’ possession prior to the effective date hereof (provided that, to Reviewer’s or its Representatives’ knowledge, the source of the information was not prohibited from transmitting it to Reviewer or such Representative), (b) becomes available Reviewer’s or its Representatives’ from a third party, provided that, to Reviewer’s or its Representatives’ knowledge, the source of the information was not prohibited from transmitting it to Reviewer or such Representative, (c) is or becomes publicly known, except for any such information that becomes publicly known because of disclosure by Reviewer or its Representatives in violation of this Agreement or (d) is independently developed by Reviewer or its Representatives without reference to or use of the Information.

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“**Law**” means, collectively, any applicable law, rule (including stock exchange rules), regulation, deposition, governmental, regulatory or judicial authority or legal process.

Further, the Parties agree as follows:

1. **Compelled Disclosure.** In the event that Reviewer or its Representatives are requested or required by Law to disclose any of the Confidential Information, Reviewer agrees (to the extent permitted by Law) to (i) promptly notify Brookfield in writing (email being sufficient) prior to any such disclosure and (ii) provide commercially reasonable cooperation to Brookfield in attempts Brookfield may make (at its sole cost and expense) to obtain a protective order or other appropriate assurance that confidential treatment will be afforded the Confidential Information. If Reviewer or its Representatives are nonetheless compelled to disclose Confidential Information, each may disclose only such Confidential Information as is required by Law, provided Reviewer and its Representatives shall not be required to provide notice or seek the consent of the Brookfield to disclose Confidential Information when a disclosure is made in connection with a routine audit, examination, request for information or blanket documentation request from a regulatory or governmental agency that is not directed at Brookfield, the Confidential Information, the Property, or the Transaction.

2. **Destruction of Confidential Information.** At any time upon the written (email being sufficient) request of Brookfield, Reviewer must promptly destroy the Confidential Information in Reviewer’s or its Representatives’ possession and confirm compliance in writing (email being sufficient), in any case no less than within ten (10) business days after such request; provided that, Reviewer and its Representatives may retain Confidential Information for the purposes of and for so long as is required by (i) any applicable law or regulation, or (ii) any bona fide internal policies governing records retention, corporate governance or computer back-up and archiving maintained by Reviewer and its Representatives; it being acknowledged and agreed that any Confidential Information so retained shall remain subject to the terms of this Agreement for two (2) years after the expiration of this Agreement.

3. **Permitted Use.** Reviewer agrees (and shall so direct its Representatives), except as expressly set forth in this Agreement, (i) not to use or duplicate Confidential Information for any purpose except evaluating, negotiating, or implementing the Transaction or as expressly permitted herein; (ii) to keep all Confidential Information confidential in accordance with the terms of this Agreement, and (iii) not to disclose any of the contents of the Confidential Information or the substance, nature or existence of any discussions taking place concerning the Transaction other than to and between Recipient and its Representatives unless Brookfield has approved in writing (email being sufficient) the disclosure of the Confidential Information to such person before any such disclosure.

4. **Breach.** Reviewer shall be responsible for any breach of this Agreement by its Representative (including failure to follow directions required to be given by Reviewer) provided, however, that Reviewer shall not be so responsible with respect to any Representative who executes a separate confidentiality agreement directly with Brookfield in connection with the Transaction. In addition, Reviewer hereby acknowledges and agrees that Reviewer shall inform all Representatives of the confidential nature of the Confidential Information and shall direct all Representatives to treat the Confidential Information confidentially and to abide by the applicable provisions of this Agreement.

5. **Restricted Contact.** Reviewer (and Reviewer shall so direct its Representatives), shall not (except when required by Law or in the ordinary course of business unrelated to the Transaction) (i) directly or indirectly communicate regarding the Transaction or Confidential Information with any person known to be a lien holder or other persons with any known interest in or contractual relationship affecting the Property; (ii) directly or indirectly communicate with any governmental authorities or agencies relating to the Property, the Transaction, or the Confidential Information; or (iii) make any inspection of the non-public areas of the Property in connection

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with the Transaction, except as may hereafter be agreed to in a separate written agreement entered into by or on behalf of Brookfield and Reviewer.

6. Entire Agreement and Obligations. The Parties shall not be under any legal obligation of any kind whatsoever by virtue of this Agreement or any other written or oral expression with respect to the Transaction that has been, or may be, made by Brookfield or any agent, except only for the matters expressly contained in this Agreement or as may hereafter be agreed to in a separate written agreement executed by Reviewer and Brookfield (or their affiliates) in connection with the Transaction. An executed copy of this Agreement may be delivered by electronic mail (including by PDF) and the same shall be deemed effective as an original. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement

7. No Representations or Warranties. Reviewer acknowledges and agrees that Brookfield is not hereunder making and shall not be bound by any representation or warranty, express or implied, as to the quality, truth, accuracy, adequacy or completeness of the Confidential Information. Furthermore, Brookfield shall not have any liability to Reviewer or any other person for any loss or damage arising out of any action Reviewer or any other person takes based in whole or in part on the Confidential Information or in reliance on any of the Confidential Information hereunder.

8. No Waiver. No failure or delay by Brookfield in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Fees. Reviewer hereby represents and warrants that it is a principal or an investment advisor and agrees that it will not look to Brookfield for the payment of any fees or commissions in connection with the Transaction. Reviewer also hereby represents and warrants that it has not dealt with and will not deal with any broker, other than Broker, regarding the Transaction.

10. Remedies. Reviewer acknowledges that remedies at law may be inadequate to protect against a breach of this Agreement, and, as a result, Reviewer agrees that Brookfield may seek injunctive relief or any other equitable remedy without proof of actual damages. Reviewer shall reimburse Brookfield for all actual costs and expenses, including reasonable attorney's fees as determined by a court of competent jurisdiction in a final non-appealable order, incurred by Brookfield if Brookfield enforces Reviewer's defaulted obligations under this Agreement.

11. Amendment. This Agreement may only be modified or waived by a separate writing executed by each of Reviewer and Brookfield expressly so modifying or waiving provisions of this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the laws of conflict of laws.

13. Term. This Agreement and all the obligations of this Agreement, except as expressly provided for in this Agreement, shall expire upon the earlier of (i) the two (2) year anniversary of the date hereof, and (ii) the date upon which Reviewer (or any of its affiliates) enters into a definitive agreement with respect to the Transaction; provided, however, that such expiration shall not relieve a Party from any liability arising in connection with any breach of this Agreement occurring prior to such expiration.

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Agreed to as of the date first written above by [INSERT FULL ENTITY NAME]

Signature: _____

Name:

Title:

Return To:

Cushman & Wakefield U.S., Inc.
1290 Avenue of the Americas
New York, NY 10104
Amy Brooks
Amy.Brooks@cushwake.com