

You have been advised that Newmark & Company Real Estate, Inc., a New York corporation d/b/a Newmark (“**Agent**”) is acting as the sole and exclusive agent to the owner (“**Owner**”) of that certain property or properties further identified in Exhibit A, attached hereto and made a part hereof (collectively, the “**Property**”).

Agent has made available for study certain information concerning the Property, which includes without limitation, various papers, documents, studies, financial statements, and other material, both written and oral (collectively, whether provided to you in the past or future, “**Confidential Information**”). Confidential Information shall not include (i) information which is a matter of public knowledge; (ii) is provided in sources readily available to the public; (iii) is provided from sources other than Agent or Owner (or their affiliates or agents) who is not prohibited by a contractual, legal, or fiduciary obligation to Owner or Agent from disclosing such information to you; (iv) was in Purchaser’s possession prior to the disclosure by Owner or Agent pursuant to this Agreement; or (v) was independently developed by Purchaser without the use of the Confidential Information. Agent, on behalf of Owner, is prepared to furnish the Confidential Information in connection with your consideration of your potential interest in the purchase of the Property (or an interest therein), on the following conditions: (x) you agree to treat the Confidential Information confidentially as hereinafter provided; and (y) we receive from you an executed copy of this agreement (the “**Agreement**”). As a prerequisite to our furnishing Confidential Information to you, you hereby represent and agree as follows:

1. All Confidential Information furnished to \_\_\_\_\_ (“**Purchaser**”) will not be used for any purpose other than evaluating your possible interest in the purchase of the Property. You agree to keep all Confidential Information strictly confidential; provided, however, that any such Confidential Information may be disclosed to directors, officers, or employees of yours, or any controlled affiliates, as well as your outside counsel, accounting firms, partners, investors, or other advisors who need to know such information for the purpose of evaluating a potential investment by you (collectively, “**Privileged Representatives**”) provided that they are directed by you to treat such information in confidence and in accordance with the terms hereof.
2. Subject to the provisions of Section 6 herein, without prior written consent of Owner, you will not reproduce, in whole or in part, and will not make any of the Confidential Information available, or disclose any contents of the Confidential Information to any person, as a prospective investor or otherwise, other than to a Privileged Representative, unless: (a) such person has been identified to Agent; (b) Agent has approved, in writing, the furnishing of the Confidential Information or disclosure to such person; and (c) such person has entered into a Confidentiality Agreement with us.
3. Without prior written consent of Owner or Agent you shall not disclose to any person (other than a Privileged Representative) either the fact that discussions or negotiations are taking place concerning a possible transaction involving the Property or any of the terms, conditions or other facts with respect to such possible transaction, including the status thereof. The term “person” as used in this Agreement shall be interpreted broadly to include, without limitation, any corporation, company, partnership, association or individual.
4. You and your Privileged Representatives will promptly, upon the written request of Agent, deliver or destroy all Confidential Information furnished to you and/or your Privileged Representatives by Agent, whether furnished before or after the date of this Agreement, without retaining copies thereof. In addition, analyses, compilations, studies or other documents prepared by you, your agents or employees using Confidential Information will be held by you and kept confidential, subject to the terms of this Agreement, or destroyed. Notwithstanding the foregoing, you and your Privileged Representatives shall be permitted to retain copies of the Confidential Information as are required to comply with your and their internal compliance policies or in accordance with applicable law, rule or regulation.
5. Although we have endeavored to include in the Confidential Information materials known to us which we believe to be relevant for the purpose of your investigation, you understand and acknowledge that neither we nor Owner make any representation or warranty as to the accuracy or completeness of the Confidential Information. You agree that neither we nor Owner shall have any liability to you, your agents or your employees resulting from the use of the Confidential Information by you.
6. In the event that you or any Privileged Representatives become legally compelled to disclose any of the Confidential Information pursuant to any court, court order, law, subpoena, governmental authority, or judicial process, you will provide Agent with prompt notice so that either Agent or Owner, at our or its sole option, may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not sought or obtained, you will furnish only that portion of the Confidential Information which is legally required to be so furnished.

7. You shall indemnify, defend and hold harmless Owner and Agent from and against any and all loss, claim, damage and expense (including reasonable attorney's fees) whatsoever arising out of the breach or alleged breach of this Agreement by you, your agents, your employees, any Privileged Representative or any person to whom you transmit Confidential Information. You agree that in the event of such a breach, Agent and/or Owner shall be entitled to an injunction (without the demonstration of monetary damages) in addition to any remedies herein and at law.
8. Owner expressly reserves the right, at its sole discretion, to reject any and all expressions of interest or bids for any interest in the Property from you or any other person or entity. The parties hereto agree that either of us may terminate discussions with each other at any time with or without notice, unless a written offer of intent or offer to purchase has been executed between the parties hereto.
9. This Agreement shall be governed and construed in accordance with the laws of the State of New York.
10. You acknowledge that the obligations assumed or agreed by you herein are intended for the benefit of Owner and Owner shall have the right to enforce this Agreement as though they are party hereto.
11. This Agreement may not be changed and modified except by an agreement in writing executed by each of the parties hereto.
12. No consent or waiver, express or implied, by either party hereto of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, or no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of its rights hereunder.
13. You have not dealt with another advisor or broker, with the exception of Agent, in connection with the Proposed Transaction.
14. Unless agreed to otherwise in writing, this Agreement and the obligations hereunder shall expire one (1) year after the date hereof.

[Signatures on Following Page]

If the foregoing terms are acceptable to you, please either acknowledge and sign electrically or sign below and send to **Mayda Kocan at [mayda.kocan@nmrk.com](mailto:mayda.kocan@nmrk.com)**. Signed copies of this agreement or of the signature pages hereto may be exchanged by hand, by mail, by fax, or by e-mail in pdf or other printable format and any such method shall be equally binding on the parties.

READ, AGREED AND ACCEPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2023:

Purchaser: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Exhibit A**

222 Broadway, New York, New York