

CONFIDENTIALITY AGREEMENT BROKER / PRINCIPAL

Cushman & Wakefield of Long Island, Inc., 175 Broad Hollow Road, Suite 235, Melville, NY 11747

RE: 145 N Franklin St, Hempstead, NY 11550 (HEREIN THE "PROPERTY")

This will serve to confirm our agreement concerning certain material, brochures, data and information (herein "Evaluation Material") which Cushman & Wakefield of Long Island, Inc. ("C&W") will make available to us for study in connection with a possible purchase by us of the Property.

C&W is prepared to furnish the undersigned Principal with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the condition that we treat such Evaluation Material confidentially and confirm certain representations to you. Upon C&W's receipt of this executed agreement, C&W is prepared to provide the Evaluation Materials for our consideration in connection with the possible purchase of the Property subject to the following conditions.

Therefore, as a prerequisite to C&W's furnishing the Evaluation Material to us, we hereby represent and agree as follows:

1. The Evaluation Material furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction. Therefore, we agree to keep all Evaluation Material strictly confidential; provided however, that any such Evaluation Material 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 shall be responsible for the compliance by such parties with the terms of this Agreement.

All Evaluation Materials pertaining to the Property which may be furnished to us by C&W shall continue to be the property the owner of the Property ("Owner") and C&W. The Evaluation Materials will be used solely by us and solely for the purpose of evaluating the possible purchase of the Property. We agree not to copy or duplicate the Evaluation Material and to return the Evaluation Material to C&W promptly if we decide not to go forward with discussions or if requested by C&W. We agree that Owner and C&W will have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, the Owner or C&W will have the right, in addition to any other right the Owner or C&W may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms. In the event that the Owner and/or C&W is successful in any action for injunctive relief or in any action for damages as a result of our breach of this Agreement, we agree to pay the Owner's and C&W's costs and expenses of such action, including reasonable counsel fees. We hereby indemnify and hold harmless C&W and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this Agreement.

In addition, we agree that we will not disclose and we will direct our representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person, the fact that the Evaluation Material has been made available to us, that discussions or negotiations among us, the Owner and C&W 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 C&W has endeavored to include in the Evaluation Material information which C&W believes 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 nor C&W nor any of their

respective affiliates or agents make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. We agree that the Owner, C&W and their respective affiliates or agents shall not have any liability to us as a result of our use of the Evaluation Material 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 understand that Cushman & Wakefield of Long Island, Inc is acting as exclusive agent of the owner/seller (Owner) in connection with the possible sale of the Property.

_____(Purchaser) has not previously signed another NDA on

this property and Purchaser has authorized _____(Broker) as its exclusive broker or advisor in its negotiations for the purchase of the Property then Seller agrees that it will pay Broker any commission, fee or compensation to which Broker may be entitled as a result of any proposed or actual transaction, which Purchaser, or its affiliates or nominees may discuss or enter into with Owner as per separate agreement. If Purchaser has authorized any broker, finder, consultant, advisor, other than Broker expressly named in this paragraph, in its negotiations for the purchase of the Property then Purchaser agrees that it will pay any broker, finder, consultant, advisor any commission, fee or compensation to which any broker, finder, consultant, advisor may be entitled as a result of any proposed or actual transaction, which Purchaser, or its affiliates or nominees may discuss or enter into with Owner.

4. We understand that C&W is acting on behalf of Owner as the sole exclusive agent and advisor in connection with the sale of the Property. We agree to defend, indemnify, and hold harmless Owner and C&W 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 us, our affiliates, successors, assigns, and related parties, in connection with the negotiations and/or sale of the Property to us.
5. It is understood that the Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers to purchase an interest in the Property and/or to terminate discussions with any potential purchaser at any time, with or without notice. The Owner shall have no legal commitment or obligation to any potential purchase unless and until a written agreement for the sale of the Property has been fully executed and delivered by Owner.
6. It is understood that any discussions with respect to the possible sale of the Property are subject to change of price, prior sale, financing or withdrawal without notice. We acknowledge that the property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. We acknowledge that the property is being offered without regard to race, creed, sex, religion, or national origin. This agreement terminates one (1) year from the date hereof except as to written claims by Owner against us prior thereto.
7. We acknowledge that the provision of Evaluation Material is subject to completion of this letter agreement and its approval by Owner or C&W.
8. We warrant and represent to C&W that we, and all persons and entities owning (directly or indirectly) an ownership interest in us: (a) are not, and shall not become, a person or entity with whom C&W is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on

OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (b) are not knowingly engaged in, and shall not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

9. The parties agree that Owner is a third-party beneficiary of this agreement and shall have the right to seek performance of the obligations hereunder. This agreement embodies the full understanding of the parties and may not be changed orally. This agreement shall be governed and construed in accordance with the laws of the State of New York.

If in agreement with the foregoing, please email a signed copy of this agreement to:

**Cushman & Wakefield of Long Island, Inc., 175 Broad Hollow Road, Suite 235
Melville, NY 11747, Tel 631-425-1240 David@cushwake.com**

ACCEPTED AND AGREED TO BY PRINCIPAL:

THIS _____ DAY OF _____, 2023

Signature: _____

Print:

Title:

Company:

Address _____

Phone:

Fax:

Email:

ACCEPTED AND AGREED TO BY BROKER:

THIS _____ DAY OF _____, 2023

Signature: _____

Print:

Title:

Company:

Address _____

Phone:

Fax:

Email:
