

Non-Disclosure, Confidentiality and Non-Circumvent Agreement

Broker/Purchaser: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Building:

- 2 Depot PLZ, Bedford Hills, NY 10507

In connection with the possible purchase of 2 Depot Plaza, Bedford Hills, NY (Property), the Broker/Purchaser has requested information about the Property including its availability for purchase, which information is proprietary and of a confidential nature. As a condition to the Broker/Purchaser being furnished the foregoing, Broker/Purchaser agrees to treat this and all other subsidiaries and related entities, hereinafter "Owner", subsequently may furnish (herein collectively referred to as the "Evaluation Material") under confidentiality in accordance with the provisions in this Agreement.

In addition to agreeing to abide by this agreement, Broker/Purchaser agrees that Owner, at its sole discretion, may require additional assurances as to Broker/Purchaser's commitment to keep all information confidential as well as Broker/Purchaser's credentials to acquire the Property, including bank references and sufficient asset verification, i.e. financial statements, exchange intermediary held funds, etc.

Non-Disclosure: Broker/Purchaser agrees not to disclose in any form or manner, or communicate the name, address or identify of any property, Company or business named or otherwise indicated by Owner or any agent of the same, nor divulge the nature of any negotiations with said company or business or any agent of the same for any property, with any party, including owner, operator, or employees of said company or business without the written consent of the Owner.

Purpose: Broker/Purchaser hereby agrees that the Evaluation Material will be used solely for the purpose of evaluating a possible transaction and that such information will be kept confidential by Broker/Purchaser and authorized representatives and the Evaluation Material, without the Owner's prior written consent, will not be disclosed, in whole or in part, to any other person; provided, however, that any of such information may be disclosed to Broker/Purchaser's authorized representatives, i.e., their directors, officers, employees, and their advisors who need to know such information for the purpose of Broker/Purchaser's evaluation of any such possible transaction, it being understood that you agree to keep and to cause such representatives to keep the Evaluation Material confidential. Broker/Purchaser further agrees that the Evaluation Material will not be used in any way, directly or indirectly, that is detrimental to the Owner or its affiliates or for any purpose other than their evaluation or negotiation of the possible transaction.

In addition, without the prior written consent of the Owner, Broker/Purchaser will not, and will direct and cause such directors, officers, employees, and advisors not to, disclose to any person or entity either the fact that discussions or negotiations are taking place concerning a possible transaction by Broker/Purchaser with the Owner or any of the terms, conditions, or other facts with respect to such possible acquisition, including the status thereof. It is understood by Broker/Purchaser that disclosure of

information contained in the Evaluation Material or facts regarding these negotiations or discussions to competitors, suppliers, employees, customers or any other person could be extremely adverse to the Owner.

Non-Disturbance: Broker/Purchaser further agrees not to initiate or maintain contact with any officer, director, employee, supplier, or customer of the Owner regarding the Owner's business, operations, prospects, or finances, except with the expressed permission of the Owner and will direct and cause Broker/Purchaser's representatives not to initiate or maintain such contact. All (i) communications regarding this possible transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding this transaction, will be submitted or directed only to the Owner.

Errors and Omissions: Broker/Purchaser understands and acknowledges that any and all information contained in the Evaluation Material is being provided without any representation or warranty, expressed or implied, as to its accuracy or completeness. It is further understood that the scope of any representations and warranties to be given by the Owner will be negotiated along with other terms and conditions in arriving at a mutually acceptable form of definitive agreement should discussions between Broker/Purchaser and the Owner progress to such a point.

In the event that Broker/Purchaser does not proceed with the transaction, that is the subject of this Agreement, then within a reasonable time or at the request of the Owner, Broker/Purchaser shall promptly redeliver to the Owner all written materials containing or reflecting any information contained in the Evaluation Material and will not retain any copies, extracts, or other reproductions in whole or in part of such written material. All documents, memoranda, notes, and other writing whatsoever prepared by Broker/Purchaser or Broker/Purchaser's representatives based on the information contained in the Evaluation Material shall be destroyed immediately. Further, no information derived from reviewing the Evaluation Material may, either directly or indirectly, be used for Broker/Purchaser's benefit or for the benefit or advantage of any other person or entity. Broker/Purchaser hereby agrees to indemnify and hold harmless the Owner for any damages or losses that either of them may sustain resulting from the failure by Broker/Purchaser, Broker/Purchaser's directors, employees, officers or agents to comply fully with the terms of this Agreement.

Additional Remedies: Without prejudice to any other rights or remedies the Owner may have, Broker/Purchaser acknowledges and agrees that money damages would not be an adequate remedy for any breach of this Agreement and that the Owner shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.

Brokerage Fee: Broker/Purchaser acknowledges that the Broker/Purchaser will be solely responsible for any and all brokerage fees payable to Purchaser's Broker if, as, and when a sale actually occurs.

If Broker/Purchaser agrees with the foregoing, please sign and return one copy of this Confidentiality Agreement which will constitute our agreement with respect to the subject matter contained herein.

Intending to be legally bound, the undersigned has confirmed and agreed to the provisions contained above.

Name of Broker/Purchaser: _____

Title: _____

Signature: _____

Date: _____