

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**This Confidentiality and Non-Disclosure Agreement (this “Agreement”) is made effective as of May \_\_, 2024 (the “Effective Date”), by \_\_\_\_\_, (the “Prospective Purchaser”), located at, 6502 Ridge Road, 8776 Philadelphia Road Baltimore, MD 21237 for the benefit of Ferraro & Spanellis, LLC, and their respective affiliates and subsidiaries (collectively, the “Owner”)**

Prospective Purchaser has requested information from Broker for the purpose of evaluating a possible acquisition of the Property. Broker shall deliver only to the Prospective Purchaser who signs this Agreement the certain proprietary information concerning the property, which proprietary information is deemed confidential.

The parties agree, in consideration of the covenants and agreements contained herein, as follows:

Prospective Purchaser will not disclose, permit the disclosure of, release, disseminate, or transfer any proprietary information obtained hereunder (“Information”) to any other person or entity, nor will Prospective Purchaser disclose any Information about the Property including the fact that the discussions are taking place with respect thereto or the status thereof, or the fact that the Information has been made available to Prospective Purchaser.

If Prospective Purchaser is a corporation, partnership, limited liability company, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information and who are specifically aware of the Agreement and agree to honor it.

This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. The prospective Purchaser understands that all Information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.

All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time or in any manner be used for any other purpose. If Prospective Purchaser is not selected to purchase the Property, Prospective Purchaser will, upon request by Owner, deliver to Owner all of the Information, including all copies, reproductions and summaries in Prospective Purchaser’s possession or in the possession of any of the Prospective Purchaser’s representatives.

The prospective Purchaser shall not contact directly any persons concerning the Property other than Broker without Broker’s or Owner’s written permission. Such persons include, without limitation, the Owner, Owner’s employees, suppliers, and tenants.

Prospective Purchaser represents and warrants that Prospective Purchaser is acting solely as a principal and is not represented by a broker or other person claiming entitlement to a fee or commission from the Broker or Owner other than, Jon Stavrinou with Commercial Real Estate Services of Maryland. Prospective Purchaser shall indemnify, defend and hold Broker, Owner and their assigns or representatives harmless from and against all claims or demands for compensation to a Finder arising from or relating to the sale of the Property.

Neither the Broker nor Owner makes any representation or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Prospective purchaser assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same. Furthermore, neither Owner nor Broker shall have any liability to Prospective Purchaser or any of the Prospective Purchaser’s representatives relating to or arising

from the use of the Information.

The person(s) signing on behalf of Prospective Purchaser represents that they have the authority to bind the party for whom they sign.

In the event that Prospective Purchaser is requested pursuant to, or required by, applicable law, regulation or legal process, to disclose any Information, Prospective Purchaser agrees that it will provide Owner with prompt written notice of such request(s) prior to complying and in time reasonably to enable Owner to seek an appropriate protective order. Prospective Purchaser agrees that it will not oppose any action by Owner to obtain such appropriate protective order and will cooperate in Owner’s effort.

Without prejudice to the rights and remedies otherwise available to Owner and/or Broker, Owner and/or Broker shall be entitled to equitable relief by way of injunction if Prospective Purchaser or any of the Prospective Purchaser’s representatives breach or threaten to breach any of the provisions of this Confidentiality Agreement.

It is further understood and agreed that failure or delay by Owner and/or Broker in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof of any right, power or privilege hereunder.

The terms and conditions of this Agreement shall remain in full force and effect for a period of two (2) years from the date hereof, provided that all indemnification obligations which may arise hereunder shall survive such expiration date or any earlier termination of this Agreement. This Agreement shall be governed and construed in accordance with the internal laws of the State of Maryland. Should any dispute arise between Prospective Purchaser and Owner/Broker, pursuant to this Confidentiality Agreement, Prospective Purchaser agrees to submit to the personal jurisdiction of courts located in the State of Maryland with venue in Baltimore County, Maryland.

If you are in agreement with the foregoing, sign and return a copy of this Agreement, whereupon this Agreement will constitute our agreement with respect to the subject matter hereof.

**RECIPIENT ACCEPTED, ACKNOWLEDGED AND AGREED TO:**

As of this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**SIGNATURE BY:** \_\_\_\_\_

**COMPANY / TITLE:** \_\_\_\_\_

**PRINT NAME / INDIVIDUAL:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**PLEASE EMAIL BACK TO THE ATTENTION: Jon Stavrinou**

**Email: [jon@cresmd.com](mailto:jon@cresmd.com) or Fax: (888)-902-1913**