

CONFIDENTIALITY AGREEMENT

210 SUMMIT AVE

Montvale, NJ

Cushman & Wakefield US, Inc. ("C&W") has been retained by Owner (the "Owner") with respect to the offering of the 100% fee interest in the **210 Summit Ave., Montvale, New Jersey** (the "Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to C&W. All fees due C&W in connection with the sale of the Property shall be paid by the Owner. Neither C&W nor Owner shall be responsible for paying any fees to agents representing Potential Purchasers.

C&W has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). C&W will not disclose such Informational Materials to Potential Purchaser unless and until the Purchaser has executed this agreement. Upon C&W's receipt of this executed agreement, C&W is prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Informational Materials pertaining to the Property which may be furnished to the Potential Purchaser by C&W shall continue to be the property of the Owner and C&W. The Informational Materials will be used solely for the purpose of the Potential Purchaser and may not be copied or duplicated without C&W's written consent and must be returned to C&W immediately upon C&W's request or when the Potential Purchaser terminates negotiations with respect to the Property.
2. The Informational Materials may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purpose of evaluating the potential purchase of the Property.
3. The Potential Purchaser understands and acknowledges that C&W and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to C&W by others and has not been independently verified by C&W and is not guaranteed as to completeness or accuracy.
4. The Potential Purchaser hereby indemnifies and holds 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.
5. The Potential Purchaser acknowledges 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. The Potential Purchaser acknowledges 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 Potential Purchaser prior thereto.

If in agreement with the foregoing, please return one signed copy of this agreement to:

**Cushman & Wakefield US, Inc.
Seth Pollack
One Meadowlands Plaza, 7th Floor
East Rutherford, NJ 07073
Phone: 201 508-5322 / Email: Seth.pollack@cushwake.com**

ACCEPTED AND AGREED TO

THIS _____ DAY OF _____ 2017

_____(Signature)

BY: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL (please print clearly) _____

☐ TO RECEIVE ARGUS FILE AND
OFFERING MEMORANDUM (provide email address)

FOR C&W OFFICE USE ONLY

OM	PW	DB
----	----	----