

Return Executed Agreement

To:

Jaime Pompa-Jamin

[jpjamin@jpjre.com](mailto:jpjamin@jpjre.com)

Name

Company

Street Address, City, State, Zip

Phone

Email

\_\_\_\_\_, 2025  
Date

JPJ Real Estate & Design, LLC  
154 Union Avenue  
Lynbrook, NY 11563

Attention: Jaime Pompa-Jamin

RE: Confidentiality Agreement (this "Agreement")

Property: 20 Carman Avenue, East Rockaway, NY 11518

Ladies and Gentlemen:

We acknowledge that JPJ Real Estate & Design, LLC ("Agent") is acting as the exclusive agent for the Property owner, St. Raymond's Catholic Church (the "Lessor/Lessor/Seller"), in connection with the possible lease/sale of an interest in the Property.

We have requested that you furnish us with information concerning the Property. This information may include, without limitation, (i) written materials, including without limitation an offering memorandum and various other paper, legal instruments, studies, reports, brochures, computer output, projections, interpretations, and other data concerning the Property, (ii) any oral discussions regarding the Property or Lessor/Seller, and (iii) information acquired through a visit to the Property, including without limitation any photographs that may be taken during any such site visit (collectively, "Evaluation Material"). We acknowledge and agree that the Evaluation Material will be furnished to us only on the condition that we agree to treat the Evaluation Material

confidentially as hereinafter provided. Therefore, as an inducement to Lessor/Seller and Agent, we hereby agree as follows:

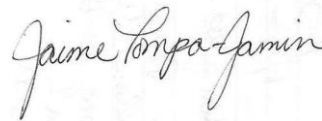
1. No Evaluation Material furnished to us will be used, duplicated, or disseminated by us for any purpose other than evaluating a possible purchase of an interest in the Property. Therefore, we agree to keep all Evaluation Material strictly confidential, provided, however, that the Evaluation Material may be disclosed to our key employees, lenders, partners, advisors, outside counsel, and accountants (collectively, "Related Parties") on a strictly "need to know" basis. These Related Parties shall be informed by us of the confidential nature of such Evaluation Material and the terms of this Agreement and instructed by us to abide by its terms. As directed by Owner, we will either return all Evaluation Material and all copies thereof (whether furnished before or after the date of this letter) to Agent within five business days after written request, or destroy the Evaluation Material and certify such destruction to Owner in writing within five business days after written request. We shall hold any oral Evaluation Material subject to the terms of this Agreement. We shall be responsible for compliance and any breach of this Agreement by all Related Parties and any other persons or entities who obtain Evaluation Material from any Related Parties, whether or not in accordance with this Agreement. We agree not to copy or duplicate any Evaluation Material other than for purposes permitted hereunder.
2. The terms "Evaluation Material" shall not include any portions thereof that (i) are or become available to the public other than as a result of a disclosure by us, (ii) becomes available to us on a non-confidential basis from another source which, to the best of our knowledge, is not subject to a confidentiality agreement, (iii) was known by us prior to its disclosure by Agent or Lessor/Seller, or (iv) are required to be disclosed by applicable law or at the request of any regulatory or supervisory authority having jurisdiction over us.
3. We agree not to disclose to any person and to instruct the Related Parties not to disclose either (i) the fact that discussions or negotiations are taking place concerning a possible sale of any portion of the Property, or (ii) any of the terms covenants, conditions, or other facts with respect to any such possible sale (other than as permitted by the immediately preceding paragraph).
4. We agree not to take, or to permit any of the Related Parties or any of our other employees, agents, consultants, or other representatives to take, any photographs of telecommunications equipment located on the property, including without limitation telecommunications equipment used by Owner to perform its public service obligations and any telecommunications equipment belonging to telecom collectors or other third parties located on the Property.
5. We agree that money not damages may be adequate to protect Agent and Lessor/Seller against breach of this Agreement, and we hereby agree that Agent and Lessor/Seller shall be entitled to equitable relief, including without limitation injunctions, temporary restraining orders on an ex parte basis, and specific performance as a remedy for any such breach, in each case without the need for proof of actual damages. We agree to indemnify Lessor/Seller and/or Agent from any losses, claims, damages costs and expenses, including without limitation reasonable attorneys' fees, which Lessor/Seller and/or Agent may incur in connection with the breach of this Agreement or its enforcement.

6. We expressly agree that Lessor/Seller shall be a third-party beneficiary hereof and shall be entitled to enforce our obligations hereunder.
7. We agree not to communicate with any on-site employees of Lessor/Seller or with any tenants, governmental authorities, service providers, or other parties with a contractual relations to the Property, without the prior written consent of Lessor/Seller, which may be given or withheld in Lessor/Seller's sole discretion. We agree not to visit the Property without a representative from Lessor/Seller's Real Estate department being present.
8. Except as may be set forth in a fully executed purchase agreement, we acknowledge that none of Lessor/Seller or its affiliates, or Agent or its affiliates, or any of their respective partners, agents, employees, or other representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Evaluation Material, and each such party expressly disclaims any and all liability that may be based on the Evaluation Material, errors therein, and omissions therefrom. We agree to rely solely on our own independent investigation, analysis, appraisal, and evaluation of the facts and circumstances concerning the Property.
9. The provisions of this Agreement shall remain in effect with respect to any or all Evaluation Material until the earliest of (i) the date such Evaluation Material is no longer Evaluation Material with the meaning of this Agreement, or (ii) the date a transaction is closed between Lessor/Seller and us, or (iii) one year from the date of this Agreement, provided, however, that whether or not a transaction is closed between Lessor/Seller and us, we agree not to ever disclose any Evaluation Material consisting of (a) any security systems of the Property, or (b) plans of the floors of the Property containing telecommunications equipment used by Lessor/Seller to perform its public service obligations.
10. In the event that we or any Related Parties are required to disclose our Evaluation Material under the terms of a subpoena or order issued by a court to competent jurisdiction or a governmental or administrative body, we shall (i) immediately notify Agent and Lessor/Seller of the existence and circumstances surrounding such requirement, (ii) consult with Lessor/Seller in all matters with respect to responding to such requirement, (iii) take reasonable steps to assure that the Evaluation Material is accorded confidential status if disclosure is ultimately required, and (iv) confine the portion of the Evaluation Material released to only what is absolutely necessary to comply with subpoenas or court orders.
11. We represent that we are either acting as principals in this transaction without a broker, or have employed a broker at our sole costs and expense. Therefore, we agree to indemnify and hold Lessor/Seller and Agent harmless from and against any and all loss, costs, damages, and judgments (including without limitation reasonable attorneys' fees and disbursements and the cost of enforcing this indemnity) arising from the claims(s) of any brokers (other than Agent) alleging to have dealt with or through us in connection with the Property.
12. We agree that we will not make any public announcements or filings concerning the Property or our interest in the Property or advertise the Property in any newspaper or other publication without first obtaining the prior written approval of Lessor/Seller, which may be given or withheld in Owner's sole

discretion.

13. We acknowledge that the Property may be offered by Lessor/Seller or Agent to any third party, at Lessor/Seller's sole discretion. Lessor/Seller reserves the right to accept or reject any offer and is not obligated to accept the highest offer. This Agreement is not an offer to lease/sell and shall not be construed as such. Lessor/Seller is under no obligation to lease/sell any interest in the Property by virtue of this Agreement. Lessor/Seller may discontinue the marketing of the Property at any time for any reasons or no reason in Lessor/Seller's sole discretion and without notice to us. Lessor/Seller shall have no legal commitment or obligation to any party reviewing this Agreement or the Evaluation Material or making any offer to lease/purchase the Property, unless and until such offer is approved by Lessor/Seller (which may be given or withheld in Lessor/Seller's sole discretion) and a written agreement for the lease/purchase of the Property has been fully executed and delivered by Lessor/Seller and the Lessee/purchaser thereunder.
14. We acknowledge that no email transmittal will constitute an electronic signature by Lessor/Seller or binding agreement for Lessor/Seller to sell or lease any interest in the Property unless either (i) the email specifically states that it constitutes an electronic signature, OR (ii) a document attached and transmitted via email is manually signed by a duly authorized employee of Lessor/Seller (or one of its affiliates) and the document on which such signature appears specifically states that it may be delivered via email transmittal.
15. Time is of the essence in connection with the performance of our obligation under this Agreement.
16. This Agreement (i) expresses the undersigned parties' entire agreement on the matters covered herein above; (ii) supersedes all prior understandings between us on such matters; (iii) shall be governed by the internal laws of the state in which the Property is located; (iv) shall be binding on our lawful successors and assigns, and (v) shall not be altered, supplemented, or terminated except in a writing signed by each of us. An executed original or executed copy of this Agreement may be delivered by hand, by mail, by fax, by e-mail, or by photocopy, and such method of delivery shall be binding on the undersigned.

Very truly yours,



Jaime Pompa-Jamin  
Owner/Broker

*If represented by a real estate agent or broker:*

We represent that we are acting as the prospective lessee/purchaser's broker for \_\_\_\_\_ (Company Name & Company Representative) and we will be bound by this agreement. We represent that neither Agent nor Lessor/Seller is responsible for any expenses, fees or commissions to us in connection with the Property.

\_\_\_\_\_  
Agent's or Broker's Company Name

\_\_\_\_\_  
Agent's or Broker's Company Name

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

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

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

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

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

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