

Date:

Seth Pollack
Cushman & Wakefield US, Inc.
One Meadowlands Plaza, 7th Floor
East Rutherford, New Jersey 07073

Re: Proposed Sale by 210 Summit Avenue Company, LLC. as owner (hereinafter referred to as "Owner") to _____ proposed purchaser (hereinafter referred to as "Purchaser"), of 210 Summit Ave., Montvale, NJ (hereinafter referred to as the "Property").

Gentlemen:

We understand that Cushman & Wakefield US, Inc. ("C&W") is acting as exclusive agent of the owner/seller (herein "Owner") in connection with a possible sale of the Property.

_____ ("Purchaser") has authorized _____ ("Broker") as its exclusive broker or advisor in its negotiations for the purchase of the Property and Purchaser 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.

In, C&W's capacity as exclusive agent, C&W has available for study certain information concerning the Property which may include various papers, documents, data, plans and other materials, portions of which may be included in a package or brochure (hereinafter referred to as the "Evaluation Material"). On behalf of the Owner, C&W is prepared to deal with us and furnish the Evaluation Material to us in connection with discussions and negotiations concerning a possible transaction involving the Property on the condition that we agree (Purchaser and Broker) to treat it in a confidential manner and make the representations and agreements herein provided. Therefore, we hereby represent and agree as follows:

1. The Evaluation Material furnished to us will be used by us for no purpose other than evaluation a possible transaction involving the Purchaser, as a Purchaser, exclusively for its own account, and not as a broker, finder, or similar agent for any other person. Therefore, we agree to keep all Evaluation Material (other than information which is a matter of public knowledge or is provided in other sources readily available to the public) strictly confidential; provided, however, that such Evaluation Material may be disclosed to the Purchaser's officers, or employees, as well as to its outside counsel, accounting firm and financial institution, who need to know such information for the purpose of evaluating a possible purchase involving Owner and Purchaser of the Property by Purchaser.

Such third parties shall be informed by Purchaser of the confidential nature of such information and shall be directed to treat the Evaluation Material with strict confidence subject to and in accordance with this agreement. We agree not to copy or duplicate the Evaluation Material.

We agree that the Owner or 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 addition, we agree that we will not disclose, without the prior written consent of Owner, and we will direct those of the Purchaser's representatives who are given access to the Evaluation

Material in accordance with the terms hereof, not to disclose to any person (other than a person authorized hereunder), the fact that the Evaluation Material has been made available to us, that discussions or negotiations among use, 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. The Evaluation Material furnished to Broker will not be used by Broker for any purpose other than for evaluation a possible transaction involving the Property with the Purchaser. Broker hereby acknowledges and agrees that no commission, finder's fee or compensation will be due from or payable by the owner or C&W to Broker in connection with the negotiation of any agreement or the sale or any other transaction, if any, involving the property and the prospective purchaser or its affiliates, assignees, successors or nominees or involving any other party and that broker shall look only to the prospective purchaser for commissions, fees or compensation in therewith and hereby waives the right to make any claim therefore against owner or C&W.
3. Although C&W has endeavored to include in the Evaluation Material information known to it which believes to be relevant for the purpose of our investigation, we understand and acknowledge that neither C&W nor the Owner make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. We agree that neither C&W nor the Owner shall have liability to us or any of our representatives resulting from the use of or reliance on the Evaluation Material by us or our respective representatives and agents. We acknowledge that C&W is not responsible to determine whether toxic or hazardous wastes or substances or other undesirable materials are present at the Property. We acknowledge that it is solely our responsibility to conduct investigations to determine the presence of such materials.
4. Purchaser (a) warrants and represents that, except for Broker, it is not represented by any broker, finder or agent in any possible transaction involving the Property; (b) agrees to pay all brokerage commissions, finder's fees and other compensation to which any broker, finder or other person may be entitled to in connection with a proposed or actual transaction involving the Property and the Purchaser, its affiliates or nominees, excepting only the commission, fee or compensation payable to C&W, as Owner's agent; (c) indemnifies and saves harmless C&W and the Owner, and their respective affiliates, successors and assigns against and from any loss, liability, cost or expense (including attorney's fees) in any way arising from claims by Broker or any broker, finder or similar agent (other than C&W) for commissions, fees and other compensation relating to the proposed or actual transaction involving the Property and Purchaser its affiliates, successors, assignees or nominees; and (d) acknowledges that C&W, in its capacity as exclusive agent for the Owner has no power or authority in any way to bind the Owner with respect to a transaction involving the Property and that the Owner shall in no way be bound or be deemed to have agreed to any transaction or the terms and conditions thereof until such time as the Owner has executed and delivered a written agreement with Purchaser under the terms and conditions that are acceptable to the Owner, in its sole and absolute discretion.
5. We agree to return all Evaluation Material to C&W immediately upon the request of C&W or Owner and not retain any copies thereof.
6. This agreement embodies the full understanding of the parties and may not be changed orally.
7. This agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

We are providing you with this agreement as a condition to the commencement of our dealings and negotiations with C&W and Owner. Please sign and return a copy of this agreement where indicated to confirm your receipt and acknowledgment of the terms hereof.

We hereby acknowledge, confirm, and agree that we are bound by the terms and conditions of this agreement as broker.

Very truly yours,

Interested Purchaser:

Name of Entity

Name of Representative

Signature

Address

Address

Phone

Email Address

Date

Broker:

Name of Entity

Name of Representative

Signature

Address

Address

Phone

Email Address

Date

ACKNOWLEDGED:

Cushman & Wakefield US, Inc.

By:

FOR C&W OFFICE USE ONLY

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