

CONFIDENTIALITY AGREEMENT

_____, having an address of _____ (“**Recipient**”) has been provided with information or access by DIV 40 Richards, LLC (the “**Owner**”) for its use in connection with a possible transaction (the “**Transaction**”) involving the real property located at 40 Richards Avenue, Norwalk, Connecticut (the “**Property**”). Owner has requested, and by signing this confidentiality agreement (this “**Agreement**”) Recipient agrees, that Recipient and its Representatives will treat as confidential the Confidential Information pursuant to the terms set forth herein.

1. Definition of Confidential Information. “**Confidential Information**” as used in this Agreement will mean any written or oral information, data, documents, records and other materials that Recipient or its Representatives are disclosed or made available in connection with the Transaction or the Property by or on behalf of Owner, as well as the fact that any discussions or negotiations regarding the Transaction may be occurring and the existence of this Agreement.

2. Non-Disclosure. Recipient hereby agrees, for a period of two (2) years after the date of this Agreement: (a) to keep in strict confidence all Confidential Information and not disclose, directly or indirectly, or allow the disclosure of any Confidential Information to any third party nor permit any third party to have access to any or all of such Confidential Information; (b) to restrict internal access to the Confidential Information to those Representatives with a “need to know”; and (c) to indemnify, defend and hold harmless Owner from any loss, cost, expense, damage and liability, including Owner’s legal fees and expenses, resulting from a breach of the foregoing confidentiality agreements. Recipient’s agreements and indemnities with respect to the Confidential Information shall survive in the event of a termination of the negotiations of the Transaction prior to the consummation thereof. Recipient agrees not to disclose the Confidential Information except in its internal evaluation of the Transaction; provided, however, that Recipient may disclose Confidential Information to (i) its directors, officers, attorneys, agents and advisors (the “**Representatives**”) who have a need to know such Confidential Information in the course of the performance of their duties analyzing and evaluating the Transaction and who agree to keep such Confidential Information strictly confidential (it being understood that Recipient shall (x) inform its Representatives of the confidential nature of the Confidential Information and the other terms of this Agreement and (y) be responsible for any breach of this Agreement by any of its Representatives to whom it provides the Confidential Information) and (ii) as may be required by applicable law or regulation.

3. Termination; Return of Information. If this Agreement is terminated or upon completion of the Transaction, Recipient agrees to promptly return all Confidential Information, and any copies thereof, to Owner, and to destroy any notes, forecasts, studies, compilations, materials or analyses which contain, refer to, or otherwise relate to, the Confidential Information; *provided, however*, the foregoing shall not abrogate Recipient’s continuing obligations under this Agreement.

4. Exclusions to Confidential Information. The term Confidential Information shall not be deemed to include any information that: (i) is or becomes generally available to the public other than as the result of a disclosure by Recipient or its Representatives, and (ii) is or becomes available to Recipient on a non-confidential basis from a source other than Owner, provided that such source is not bound by a confidentiality agreement with Owner or their affiliates or is not prohibited from disclosing the Confidential Information by a legal, contractual or fiduciary obligation. In the event that Recipient or any of its Representatives become legally compelled to disclose any of the Confidential Information, Recipient will provide Owner with prompt written notice so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Owner waives, in writing, compliance

with the provisions of this Agreement, Recipient and its Representatives will furnish only that portion of the Confidential Information which is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

5. Neither Cushman & Wakefield (“C&W”) nor Owner shall be responsible for paying any fees to brokers, salespersons or finders representing potential purchasers. Recipient 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 the breach of this Section 5. In addition, upon any breach of this Agreement by Recipient or any Representatives, Owner and C&W shall be entitled to all remedies available at law or in equity on account of such breach.

6. No Representations or Warranties. Recipient acknowledges and agrees that Owner has not made any representations or warranties as to the accuracy or completeness of the Confidential Information, and that in no event shall Owner have any liability under this Agreement to Recipient or any of its Representatives as a result of Recipient’s use of the Confidential Information, it being agreed that any such representations and warranties shall be limited to those included in any definitive documentation executed in connection with the Transaction.

7. Liability. Recipient acknowledges that a breach of this Agreement by Recipient would result in irreparable harm to Owner, the extent of which would be difficult to ascertain, and money damages would be inadequate in the event of such a breach; therefore, Recipient agrees that Owner will be entitled to injunctive, or other equitable relief, without the necessity of proving actual damages, in addition to any or all legal or equitable rights or remedies to which it may be entitled on account of Recipient’s breach. Owner shall not be deemed to have waived any rights or remedies or account failure, delay or forbearance in exercising any such right or remedy in a particular instance.

8. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of each party hereto and their successors and permitted assigns. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. No modification of this Agreement shall be binding upon Owner or Recipient unless approved in writing by both Owner and Recipient. No waiver of any term or condition of this Agreement shall be valid unless it is set forth in a writing signed by the party charged therewith.

9. Governing Law. The interpretation and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut without reference to the conflict of law principles thereof. EACH PARTY HEREBY IRREVOCABLY AGREES TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY CONNECTICUT STATE OR FEDERAL COURT SITTING IN FAIRFIELD COUNTY, CONNECTICUT IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH CONNECTICUT STATE OR FEDERAL COURT. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT THAT IT MAY LEGALLY DO SO, THE DEFENSES OF AN INCONVENIENT FORUM OR LACK OF PERSONAL JURISDICTION TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING.

[Remainder of Page Intentionally Blank]

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

Cushman & Wakefield of Connecticut, Inc.
Capital Markets Group
107 Elm Street, Four Stamford Plaza, 8th Floor
Stamford, CT 06902

Phone: 203-326-5800
Email: al.mirin@cushwake.com
kate.schwartz@cushwake.com
matthew.torrance@cushwake.com

ACCEPTED AND AGREED TO (POTENTIAL PURCHASER)

THIS _____ DAY OF _____ 2019

ADDRESS: _____

(Signature)

BY: _____

PHONE NUMBER: _____

TITLE: _____

FAX NUMBER: _____

COMPANY: _____

E-MAIL _____

ACCEPTED AND AGREED TO (BROKER—IF APPLICABLE)

THIS _____ DAY OF _____ 2019

ADDRESS: _____

(Signature)

BY: _____

PHONE NUMBER: _____

TITLE: _____

FAX NUMBER: _____

COMPANY: _____

E-MAIL _____