

CONFIDENTIALITY AGREEMENT

**220 Elm Street
New Canaan, CT**

Cushman & Wakefield, Inc. ("C&W") has been retained on an exclusive basis by Owner (the "Owner") with respect to the offering of **220 Elm Street, New Canaan, CT** (the "Property") for sale. 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 brokers, salespersons or finders representing potential purchasers.

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 a Potential Purchaser and furnish the Evaluation Material to a Potential Purchaser in connection with discussions and negotiations concerning a possible transaction involving the Property on the condition that we agree to treat it in a confidential manner and make the representations and agreements herein provided. Therefore, we hereby represent and agree as follows:

1. All Evaluation 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. Potential Purchaser acknowledges and agrees that the Evaluation Materials are confidential and that the Evaluation Materials may only be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the sole purpose of evaluating the potential purchase of the Property. Potential Purchaser shall advise its Related Parties in writing of their duty to protect the confidentiality of the Evaluation Materials from improper disclosure and direct them in writing to comply with the terms of this Agreement prior to disclosing any of the Evaluation Materials to such Related Parties (and Potential Purchaser shall obtain a corresponding written acknowledgment from such persons to treat all such Evaluation Materials in the manner required by this Agreement), and to be liable for any non-compliance by such Related Parties.
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 Evaluation Materials and that the information used in the preparation of the Evaluation 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. Neither C&W nor Owner shall be responsible for paying any fees to brokers, salespersons or finders representing potential purchasers. 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. In addition, upon any breach of this Agreement by Potential Purchaser or any Related Parties, Owner and C&W shall be entitled to all remedies available at law or in equity on account of such breach.
5. The Potential Purchaser and any of the Potential Purchaser's associates agree that they will not contact any tenant, tenant's representatives, or Owner's mortgagee with respect to the possible sale, unless or until such permission is granted under a purchase and sale agreement.
6. 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.
7. 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.
8. This agreement embodies the full understanding of the parties and may not be changed orally.

220 Elm Street, New Canaan, CT

9. This agreement shall be governed and construed in accordance with the laws of the State of Connecticut.

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 _____ 2020

ADDRESS: _____

(Signature)

BY: _____

PHONE NUMBER: _____

TITLE: _____

FAX NUMBER: _____

COMPANY: _____

E-MAIL _____

ACCEPTED AND AGREED TO (BROKER—IF APPLICABLE)

THIS _____ DAY OF _____ 2020

ADDRESS: _____

(Signature)

BY: _____

PHONE NUMBER: _____

TITLE: _____

FAX NUMBER: _____

COMPANY: _____

E-MAIL _____