

## **CONFIDENTIALITY AGREEMENT**

**61-63 Sip Avenue LLC, 61 Sip Avenue, Jersey City, NJ**

**Date:**

**Name:**

**Title:**

**Firm:**

**Address:**

To Whom It May Concern:

You have requested certain information from 61-63 Sip Avenue LLC (including any member, parent, partner, affiliate or subsidiary, collectively referred to herein as, "SELLER") in connection with your possible representation of parties related to a transaction regarding property located at **61 Sip Avenue in Jersey City, NJ** ("Transaction").

As a condition to Grid Real Estate LLC (hereinafter referred to herein as "GRID") furnishing the requested information to you, you agree to the following: (i) all information furnished, whether prior to or after the date of this letter, by us or by any of our Representatives (as hereinafter defined) to you or your Representatives in connection with your involvement (of whatever type or nature, and for any duration of time whatsoever) in the Transaction (such information, together with all notes, memoranda, summaries, analyses, compilations and other writings relating thereto or based thereon prepared by either of us or our respective Representatives being referred to herein as the "Evaluation Material") will be kept strictly confidential, and (ii) the Evaluation Material will be used solely for the purpose of evaluating the Transaction; provided, however, that Evaluation Material may be disclosed to any of your Representatives who need to know such information for the purpose of assisting in evaluating the Transaction (it being understood that such Representatives will be advised by you of the contents of this agreement and that, by receiving such information, such Representatives have been directed to treat such information confidentially and in accordance with the terms of this agreement (hereinafter referred to herein as the "Agreement")). The term "Evaluation Material" does not include information which (i) was or becomes available to you or your Representatives on a non-confidential basis from a person not under an obligation (whether contractual, legal or fiduciary) of confidentiality to SELLER, (ii) any information or materials which were in your possession prior to the receipt of Evaluation Material from SELLER or its Representatives, or (iii) any information which is or hereafter becomes part of the public domain without any violation of this Agreement by you or any of your Representatives. The "Representatives" of a person are that person's affiliates and such person's and its affiliate's partners, members, directors, officers, employees, legal and financial advisors, accountants, potential financing sources, investors and other agents and representatives. For purposes of this Agreement, (i) the term "person" shall be construed broadly and includes natural persons, corporations, ventures, partnerships, trusts and all other entities and (ii) the term "subsidiary" shall include the operating partnerships and property partnerships of you or SELLER, as applicable.

If you are requested in any judicial or administrative proceeding or by any governmental or regulatory authority to disclose any Evaluation Material, you will give SELLER prompt notice of such request so that SELLER may seek an appropriate protective order. You will cooperate fully with us in obtaining such an order (at SELLER's expense). If in the absence of a protective order you are nonetheless compelled to disclose Evaluation Material, you may make such disclosure without liability hereunder, provided that you give us written notice of the information to be disclosed as far in advance of its disclosure as is reasonably practicable and upon our request and expense, use commercially reasonable efforts to obtain reasonable assurances that confidential treatment will be accorded to such information.

You hereby further expressly covenant and agree that you will not in any way (including without limitation in the capacity of an adviser, a broker, a finder, a lender, a principal, a partner, a shareholder, a member, a participant or otherwise), either directly or indirectly (including without limitation acting by, with or through one or more entities or persons in which it has an interest and/or with whom it has a relationship): (i) buy or acquire any legal, beneficial or other interest in the Transaction; (ii) invest, finance or otherwise participate in the Transaction; (iii) contact, approach or negotiate with anyone affiliated with the Transaction other than the other party or (iv) circumvent the provisions in this Agreement.

Without the prior written consent of the other parties hereto, each party will not, and will cause its Representatives not to, make any release to the press or other public disclosure, or make any statement to any employee, competitor, customer, client, tenant, building manager, building employee, governmental authority, service provider or other party with a contractual relationship to the premises, or any of their respective subsidiaries and affiliates with respect to either the fact that discussions or negotiations are taking place concerning the possible Transaction or the existence or contents of this Agreement, or any other facts related to the possible Transaction, except for such public disclosure as may be required by applicable law, regulation or governmental order or if such disclosure is requested by the Securities and Exchange Commission. If a party proposes to make any disclosure based upon such judgment, it will, to the extent practicable and legally permitted, in good faith consult with and consider the suggestions of the other party hereto concerning the nature and scope of the information you propose to disclose.

At any time after termination of discussions by either party to this Agreement with respect to the Transaction, upon the request of SELLER, you will promptly destroy or deliver or cause to be redelivered to SELLER all copies of the Evaluation Material furnished to you and your Representatives and destroy or cause to be destroyed all notes, memoranda, summaries, analyses, compilations and other writings related thereto or based thereon prepared by you or any of your Representatives, except you may retain such copies as may be required by law, regulation or internal document retention policies maintained for compliance purposes. The term "writing" as used in this Agreement shall be broadly construed, and shall include all data in computer format.

Neither SELLER or their respective Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of any Evaluation Material provided or to be provided by it or on its behalf and you agree that none of SELLER or their respective

Representatives will have any liability whatsoever to you or your Representatives relating to the Evaluation Material or for any errors therein or omissions therefrom. You further agree that you are not entitled to rely on the accuracy or completeness of the Evaluation Material and that you will be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the Transaction, subject to such limitations and restrictions as may be contained therein.

You agree that money damages may not be a sufficient remedy for any breach of any provision of this Agreement by you, and that in addition to all other remedies which SELLER may have, SELLER will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach in any jurisdiction in which the Property is located. No failure or delay by either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

This Agreement contains the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement may be amended, modified or waived only by a separate written instrument duly executed by or on behalf of each party. It is expressly understood that this Agreement is not intended to, and does not, constitute an agreement to consummate the Transaction or to enter into a definitive agreement, and neither of us will have any rights or obligations of any kind whatsoever with respect to such Transaction by virtue of this Agreement or any other written or oral expression by our respective Representatives unless and until a definitive agreement between you and us is executed and delivered, other than the matters specifically agreed to herein. Neither party may assign any or all rights, powers, privileges and obligations under this Agreement without the other party's prior written consent, provided however that each party may assign to their respective affiliates. Subject to the limitations set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to the conflicts of laws principles thereof. Each party consents to the jurisdiction of the courts of the State of New Jersey and the United States District Court for the District of New Jersey as well as the jurisdiction of any court from which an appeal may be taken from such courts, for the purpose of any litigation, proceeding or other action arising out of such party's obligations under or with respect to this agreement, and expressly waives any and all objections such person may have to venue in such courts.

Nothing in this Agreement shall be construed to restrict or restrain either party from competing with the other in the future whether or not the Transaction is consummated.

This Agreement shall terminate on the date falling two years from the date hereof.

If the foregoing correctly sets forth our agreement with respect to the matters set forth herein, please so indicate by signing and returning one copy to BROKER. This Agreement will constitute our binding agreement with respect to the matters set forth herein upon exchange of telecopied counterparts executed by all parties hereto.

Very truly yours,

Grid Real Estate LLC.

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

Name:

Title:

Accepted and agreed to as of  
the date first set forth above:

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

Name:

Title:

Due Diligence:

You are responsible for your own Due Diligence as you underwrite this property. Both Grid Real Estate, LLC, its owners and agents and the Property Seller take no responsibility for your Due Diligence. The Buyer, its agents, closing team including attorney, environmental consultants, architect and civil engineers are responsible for conducting the proper Due Diligence on this property from the time you sign this Confidentiality Agreement.

Accepted and agreed to as of  
The date first set forth above:

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

Name:

Title:

BROKER/AGENT RIDER TO CONFIDENTIALITY AGREEMENT

THIS BROKER/AGENT RIDER ("Rider") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ ("Broker") in favor of GRID Real Estate, LLC and the Owner [as such terms are defined in that certain confidentiality agreement of given date herewith to which this Rider is attached (the "Agreement").

WITNESSETH:

The following terms and conditions are hereby incorporated into the Agreement:

1. INCORPORATION BY REFERENCE. This Rider is attached to and made a part of the Agreement. All capitalized terms not defined herein shall have the same meaning as ascribed in the Agreement. Owner shall be a third party beneficiary of all matters set forth in this Rider. Upon execution hereof by Disclosing Party, the term "Agreement" shall include this Rider.

2. CONFIDENTIALITY AGREEMENT. Broker is the sole agent/broker engaged by \_\_\_\_\_ ("Recipient Party") in connection with the Property described in the Agreement. Broker has been provided with a copy of the Agreement and has read and understands its obligations there under as a representative of the Recipient Party. Broker agrees to be bound by all of the terms of the Agreement as if it were an original signatory thereto.

3. COMPENSATION DISCLOSURE. Broker acknowledges that GRID Real Estate, LLC is the sole agent for the Owner in connection with any Transaction with the Recipient Party, and that GRID Real Estate, LLC will be compensated by the Owner. Broker further acknowledges that no co-brokerage commissions, referral fees or other compensation will be paid to Broker by either the Owner or GRID Real Estate, LLC in connection with any transaction consummated between Recipient Party and the Owner. Any compensation to be paid to Broker in connection with a Transaction shall be paid by the Recipient Party and not by the Owner or GRID Real Estate, LLC.

IN WITNESS WHEREOF, Recipient Party and Broker has executed this Rider the day and year first above written.

Signed and delivered in the presence of:  
On Behalf of Recipient Party Buyer's Broker

By \_\_\_\_\_  
Name \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Company \_\_\_\_\_  
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