

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into this \_\_\_th day of \_\_\_\_\_ 2026, by and between \_\_\_\_\_ ("Discloser") and \_\_\_\_\_ ("Receiver").

1. Purpose. The purpose of this Agreement is to set forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of information which is and/or has been disclosed by Discloser to Receiver in connection with a proposed business relationship and/or strategic partnership between the parties (the "Proposed Transaction").

2. Confidential Information.

a. For the purposes of this Agreement, "Confidential Information" shall specifically include all non-public information related to the real property located at 1956 Jerome Ave, Bronx, NY 10453 (collectively, the "Properties").

This includes, but is not limited to:

- **Due Diligence Materials:** Any and all technical documentation, such as architectural drawings, approved plans, engineering reports, surveys, zoning analyses, environmental assessments (including Phase I and II reports), geotechnical studies, and building condition reports.
- **Financial Information:** Pro-forma financial statements, development budgets, financial models, cost analyses, property tax data, and any financial projections related to the planned development.
- **Marketing and Strategy:** The asking price, marketing plans, offering memorandums, negotiation strategies, and the identity of any potential or actual investors, partners, lenders, or purchasers.
- **Transactional Information:** The existence of discussions, as well as any terms or conditions of a potential or actual transaction, including letters of intent, draft contracts, and all related correspondence.

In addition to the foregoing, Confidential Information also includes any and all other information that Discloser regards as proprietary and confidential, which may include, without limitation, general financial data, product plans, costs, prices, names, business or marketing plans, manufacturing processes, discoveries, ideas, know-how, techniques, designs, drawings, diagrams, business opportunities, technical data, computer programs, software source or object codes, machinery and equipment, systems, products, projects, price lists, research and development data, customer identities, lists, reports and studies and technical and business materials.

Confidential Information may be in written, oral, or machine-readable form and shall be deemed confidential hereunder regardless of the presence or absence of any stamp or other designation of confidentiality accompanying such information.

b. Exclusions. Confidential Information shall be deemed to exclude information that (i) is or becomes generally available to the public other than as a result of a disclosure by Receiver or by its directors, officers, employees, agents or advisors in violation of this Agreement; (ii) was in possession of Receiver prior to receipt thereof

from Discloser, provided that such information was obtained from a source not bound by a confidentiality agreement with, or other obligation of secrecy to, Discloser or another party; (iii) becomes available to Receiver from a source other than Discloser or its advisors, provided that such source is not bound by a confidentiality agreement with, or other obligation of secrecy to, Discloser or another party; or (iv) is independently developed by Receiver without use of or reference to Discloser's Confidential Information, as shown by documents and other competent evidence in Receiver's possession.

3. Term. This Agreement shall remain in full force and effect for so long as Receiver is in possession of any Confidential Information and for a period of five (5) years following return of all the Confidential Information.

4. Disclosure; Copies. Receiver shall not, without the prior written consent of Discloser, (a) disclose such Confidential Information to any person, company or entity (including any parent, subsidiary or affiliate firm or corporation), other than Receiver's directors, officers, employees, agents and representatives who need to know the Confidential Information for the purpose contemplated hereby, or (b) copy, photograph or make other copies or drawings of the Confidential Information unless reasonably required for the purpose contemplated hereby.

5. Use. Receiver will not sell, utilize, implement, appropriate or otherwise use the Confidential Information for any purpose whatsoever, or permit the use of the Confidential Information by others for any purpose whatsoever, without the express written permission of Discloser, except for the evaluation of the Proposed Transaction or as permitted under Section 4 above.

6. Forced Disclosure. Notwithstanding any other provisions in this Agreement, Receiver may disclose Confidential Information to the extent required by any applicable law, regulation, or court or governmental order; provided that Receiver gives the Discloser reasonable advance written notice of any such disclosure or any request or demand for such disclosure.

7. Safeguards Against Unauthorized Disclosure. Receiver agrees to treat the Confidential Information with no less than the same degree of care it would reasonably exercise for the protection of its own valuable trade secrets. Receiver shall use its best efforts to ensure that all directors, officers, employees, agents and representatives to whom Confidential Information is disclosed take all reasonable precautions to safeguard and preserve the confidential status of said Confidential Information. Receiver will ensure that any such directors, officers, employees, agents and representatives are covered by similar confidential disclosure agreements to prevent the unauthorized disclosure or use of the Confidential Information.

8. Return of Information. Receiver acknowledges and agrees that all Confidential Information furnished hereunder shall be and remain the property of Discloser. Upon demand, any and all Confidential Information and copies thereof must be returned to Discloser.

9. NO WARRANTY. Discloser makes no warranty, guarantee or representation, either express or implied, with respect to any information disclosed hereunder. DISCLOSER SHALL NOT BE LIABLE, IN ANY MANNER, AS A RESULT OF RECEIVER'S USE OF OR RELIANCE ON SUCH INFORMATION.

10. Enforcement. Receiver acknowledges and agrees that disclosure or misappropriation of Confidential Information in violation of this Agreement may cause Discloser irreparable harm, the effect of which may be difficult to ascertain, and agrees therefore that Discloser shall be entitled to injunction and/or specific performance in addition to all other remedies otherwise available to Discloser at law and/or equity. If it becomes necessary to enforce the terms of this Agreement, Receiver shall be obligated to pay any and all costs reasonably incurred by Discloser in pursuing such enforcement, including attorneys' fees and court costs.

11. Waiver. The failure of any party in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions or options on any future occasion.

12. Severability. Any provision of this Agreement which is rendered unenforceable by a court of competent jurisdiction shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.

13. Choice of Law; Venue. This Agreement shall be governed by the laws of the State of New York, and the parties hereto agree that the venue of any action arising in regard to this Agreement shall be the County of New York, State of New York, and the parties hereto agree to the jurisdiction and venue of the courts of said state and county to the exclusion of any other courts which otherwise may have had jurisdiction.

14. Assignment; Successors. None of the rights created under this Agreement may be assigned by Receiver without the prior written consent of Discloser. This Agreement shall be binding upon and inure to the benefit of Discloser, its successors and assigns, and Receiver and its successors and permitted assigns.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties in regard to the confidentiality of matters disclosed pursuant to this Agreement, supersedes any prior oral or written representations in regard to said matters and may not be modified, except in writing, signed by all parties hereto.

"Receiver"

"Discloser"

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

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