

RANDELLE, INC.

real estate development and management

100 First Street, Suite #199
Phone: 201 – 457 – 0123

Hackensack, New Jersey 07601
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CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "**Agreement**"), dated as of _____ 2024, is entered into in favor of Randelle, Inc., having an address at 100 First Street, Suite 199, Hackensack, NJ 07601 (the "**Company**"), and the undersigned, (the "**Recipient**"), in connection with the proposed sale of the property located at Block 230, Lots 3.01 and 7 (the "**Property**") (collectively the "**Transaction**").

1. Evaluation Materials. In connection with the Transaction, the Company may make available for Recipient's review certain information relating to the Transaction, including information on the Property and the Company (the "Evaluation Materials"), conditioned on Recipient's execution of this Agreement. Except for Excluded Materials (as hereinafter defined), Evaluation Materials shall include all non-public, proprietary, and confidential information relating to the Transaction, the Property, or the Company (including its subsidiaries and affiliates), whether disclosed to Recipient before or after the date of this Agreement and whether in verbal, written, electronic, or any other form. Evaluation Material shall include, without limitation: (a) financial information, performance results, projections, business plans, and budgets; (b) building plans and specifications, lease information, property contracts, environmental investigation results, and other consultants' reports; and (c) information regarding the Company's (and its affiliates' or subsidiaries') organizational structure, investors, and investment terms; and (d) any other information that should reasonably be recognized as confidential information of the Company. Without limiting the foregoing, all documents, notes, summaries, studies, or analyses prepared by Recipient or its Representatives (defined below) that contain, are based on, or derived from any Evaluation Materials provided by the Company or Broker shall be deemed Evaluation Materials for the purposes of this Agreement.

2. Exclusions from Evaluation Materials. Evaluation Material shall not include any of the following information (collectively, "Excluded Materials"), namely information that:

(a) is public knowledge or in the public record as of the date of this Agreement, or becomes generally publicly known (other than through Recipient's or its Representatives' breach of this Agreement);

(b) has been provided by a third party that is not prohibited from disclosing the information under a contractual, legal, or fiduciary obligation of confidentiality.

(c) is already known to Recipient or its Representatives before receipt of the Evaluation Materials under this Agreement; or

(d) is independently developed by Recipient or its Representatives without using any Evaluation Materials, as evidenced by Recipient's records.

3. Use of Evaluation Materials. Recipient shall: (a) use the Evaluation Materials solely for purposes of evaluating the Transaction; and (b) keep the Evaluation Materials strictly confidential using not less than the degree of care used by it in safeguarding its own confidential information, and not disclose the Evaluation Materials, in whole or in part, to any third party; except that Recipient may disclose the Evaluation Materials:

(i) to its directors, officers, employees, partners, members, agents, attorneys, consultants, affiliates, or representatives (collectively, "Representatives") who need access to the Evaluation Materials in connection with evaluating the Transaction, provided that Recipient shall: (A) cause each Representative to maintain the confidentiality of the Evaluation Materials in accordance with the terms of this Agreement; (B) intentionally deleted; and (C) be liable for any breach of the Agreement by its Representatives; and,

(ii) if legally compelled to make disclosure pursuant to law, regulatory authority, or court order, provided that Recipient promptly notifies the Company in writing of such requirement so that the Company may seek a protective order or other appropriate remedy to preserve the confidentiality of the Evaluation Materials. Recipient shall cooperate with the Company in obtaining such remedy. If the Company does not obtain or seek a protective order or other remedy, Recipient will disclose only that portion of the requested Evaluation Materials that, in the written opinion of its legal counsel, it is required to disclose and will use reasonable efforts to ensure that the Evaluation Materials are given confidential treatment.

4. Communications. Recipient shall not, without the Company's prior written consent: (a) disclose to any party (other than its Representatives) that discussions or negotiations are taking place regarding the Transaction, or any of the terms or conditions of the Transaction; or (b) contact any tenant, leasing agent, property management employee, contractor, governmental authority, lender, servicer, investor, ground lessor, or any other party having an interest in the Property. All questions and communications regarding the Transaction and the Evaluation Materials shall be directed solely to the Company.

5. Remedies. Recipient acknowledges that damages may be inadequate to compensate the Company for an actual or threatened breach of this Agreement, and that the Company is entitled to equitable remedies, including injunctive relief and specific performance, in addition to all other remedies available at law or in equity.

6. Return of Evaluation Materials. Unless an agreement is entered into by the Recipient, Recipient shall within ten (10) days after the expiration of this Agreement or the Company's request return all Evaluation Materials (including all documents, notes, summaries, studies, or analyses derived from the Evaluation Materials and all copies thereof) to the Company, without retaining any copies.

7. No Binding Transaction. Recipient acknowledges and agrees that the Company is under no legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The Company reserves the right, in its sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. If a Transaction goes forward, any confidentiality provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement, unless otherwise expressly set forth in the transaction documents. In the event a confidentiality provision is not included in said transaction documents, this Agreement shall continue in full force and effect. In the event of any conflict between this Agreement and the transaction document, the transaction document shall control.

8. No Representation or Warranty. The Evaluation Materials are being provided to Recipient without any representation or warranty, express or implied, as to the accuracy or completeness thereof and the Company and Broker assume no legal liability related to Recipient's use of the Evaluation Materials. Recipient hereby acknowledges and agrees that the Company has no obligation to disclose any Evaluation Materials it chooses not to disclose.

9. Notices. All notices shall be in writing and addressed to the parties at the addresses set out on the first page of this Agreement (or to such other address that may be designated by the receiving party from time

to time in accordance with this Section). All notices shall be delivered by nationally recognized overnight courier (with al fees pre- paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a notice is effective only: (a) upon receipt by the receiving party; and (b) if the party giving the notice has complied with the requirements of this Section.

10. Governing Law; Submission to Jurisdiction. This Agreement shall eb governed and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice or conflict of laws provision or rule. Any legal suit, action, or proceeding relating to this Agreement shall be brought in the New Jersey State courts located in Bergen County or in the federal courts for the District of New Jersey. Each party irrevocably consents to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

11. Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the parties and supersedes al prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. The terms and conditions hereof may not be changed or modified except by written agreement and signed by all parties.

12. Counterparts. This Agreement may be executed in separate counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one agreement. Any signed counterpart of this Agreement that is delivered by electronic means shall be deemed to have the same effect as an original.

IN WITNESS WHEREOF, the Recipient has executed this Agreement as of the date set forth above.

RECIPIENT: _____

Name: _____

Title: _____

Date: _____

Address: _____