March 21, 2018

Politan Real Estate LLC

45 Middleneck Rd. Suite 215

Great Neck, New York 11021

Attention: Michael Wang

**MUTUAL CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT**

***Premises: 29 Barstow Rd, Great Neck, NY, 11021 (the “Premises”)***

Ladies and Gentlemen:

This Confidentiality Agreement (“Agreement”) is made and effective the 21th of March, 2018 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,(“the Principal”) and Politan Real Estate LLC (“Politan”) regarding the potential acquisition of the Premises or any interest therein.

We have requested that you furnish us with information concerning the Premises. This information may include, without limitation, an offering memorandum or materials and the various other papers, legal instruments, studies, brochures, computer output and other data concerning the Premises, as well as oral discussions and Premises visitations (collectively, "Evaluation Material"). We acknowledge and agree that the Evaluation Material will be furnished to us only on the conditions that we agree (i) to treat the Evaluation Material confidentially as hereinafter provided and (i) that we have no claim or entitlement to any fee or compensation from the Seller, Politan or any of their employees, officers, shareholders, partners, members, advisors or other affiliates. Therefore, as an inducement to Politan doing so, we hereby agree as follows:

1. No Evaluation Material furnished to us will be used, duplicated, or disseminated by us for any purpose other than evaluating a possible good faith purchase of the Premises by the Principal. Therefore, we agree to keep all Evaluation Material strictly confidential; provided, however, that the Evaluation Material may be disclosed to our key employees and to the Principal and its key employees and advisors (collectively, "Related Parties") on a strictly "need to know" basis. These Related Parties shall be informed by us of the confidential nature of such Evaluation Material and the terms of this agreement and instructed by us to abide by its terms; promptly after disclosure to the Principal, we shall deliver to Politan a signed agreement from the Principal, in the form attached hereto (the "Principal Agreement"). We will promptly, upon request, return all Evaluation Material and all copies thereof (whether furnished before or after the date of this letter) to Politan, without retaining copies. Until we deliver to Politan the signed Principal Agreement, we shall be responsible for compliance, and any breach, of this agreement by all Related Parties and by the Principal, and any other persons or entities who obtain Evaluation Material from any Related Parties or the Principal, whether or not in accordance with this Agreement.

2. We agree not to disclose to any person, and to instruct the Related Parties and the Principal not to disclose either (i) the fact that discussions or negotiations are taking place concerning a possible sale of the Premises or (ii) any of the terms, covenants, conditions, or other facts with respect to any such possible sale (other than as permitted by the preceding paragraph).

3. We agree not to copy or duplicate any Evaluation Material, other than for purposes permitted hereunder. At the request of Politan or Seller, we agree to promptly return to Politan all Evaluation Material, and summaries, analyses, models and other work product generated with respect to the Evaluation Material and the Premises.

4. We agree that Politan and Seller (Seller being an intended third party beneficiary of this Agreement) will have no adequate remedy at law if we violate any of the terms of this agreement. In such event, Politan and Seller will have the right, in addition to any other right Politan or Seller may have, to seek injunctive relief to restrain any breach or threatened breach of this agreement by us or any Related Parties or specific enforcement of such terms.

5. We agree not to communicate with any tenants, existing lenders, governmental authorities, service providers, or other parties with a contractual relationship to the Premises, with respect to the Premises, without the prior written consent of Seller, which may be given or withheld in Seller's sole discretion.

6. We acknowledge that the delivery of this agreement does not constitute any agreement on the part of Seller to sell the Premises to us or the Principal or to any other party, and that the decision to sell the Premises at all, or to us or to the Principal or to any other party, or to otherwise consummate any other transaction with respect to the Premises, is within the sole discretion of Seller, which must be evidenced by a written contract of purchase and sale covering all elements of the transaction and signed by Seller, in its sole discretion.

7. The provisions of this agreement shall remain in effect with respect to any or all Evaluation Material until the earliest of (i) the date such Evaluation Material is no longer Evaluation Material within the meaning of this agreement, (ii) the date that a transaction is closed between Seller and us or the Principal, or (iii) 24 months from the date of this agreement. Notwithstanding anything to the contrary above, the terms of any sale of the Premises shall remain confidential.

8. In the event that we or any of the Related Parties is required to disclose any Evaluation Material under the terms of a subpoena or order issued by a court of competent jurisdiction or a governmental or administrative body, we shall (i) immediately notify Politan and Seller of the existence and circumstances surrounding such requirement, (ii) consult with Seller in all matters with respect to responding to such requirement and (iii) take reasonable steps to assure that the Evaluation Material is accorded confidential status if disclosure is ultimately required.

9. We agree that neither Politan nor Seller, or any of their affiliates, officers, directors, employees, advisors or agents, have made or will be making any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. Any financial information and projections contained in the Evaluation Material represent estimates based on assumptions believed to be reasonable under the circumstances, although they have not been independently verified. Politan and Seller expressly disclaim any and all liability for representations or warranties, express or implied, that actual results will conform to such projections; and we agree that Politan and Seller shall have no liability to us resulting from our use or reliance upon the Evaluation Material. We represent that we will conduct our own independent investigations for all those matters which we deem appropriate in order to evaluate any proposed transaction involving the Premises.

10. It is understood and agreed that we shall look solely to the Principal for payment of any compensation or reimbursement of expenses relating to the sale or acquisition of the Premises, and that we shall have no entitlement or claim of any kind against Seller or Politan (and their respective advisors, principals, officers and employees) with respect to same. We agree to, and do hereby, indemnify, defend and hold Seller and Politan (and their respective advisors, principals, officers and employees) harmless from and against any and all loss, costs, expenses, damages and judgments (including reasonable attorneys' fees and disbursements as incurred) arising from any claim(s) by us and/or any claim(s) of any brokers alleging to have dealt with or through us in connection with the Premises.

11. This agreement (i) expresses the undersigned parties' entire agreement on the matters covered herein above; (ii) supersedes all prior understandings between them on such matters; (iii) shall be governed by the internal laws of the State of New York without reference to conflicts of laws principles; (iv) shall be binding on their lawful successors, designees and assigns; and (v) shall not be altered, supplemented, or terminated except in a writing signed by each of Broker, Principal and Politan. Signatures may be exchanged by hand, by mail, by fax, by e-mail, by photocopy, or in counterparts, any such method being binding on both sides when completed and exchanged.

{SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement on and as of the date first above written:

Broker: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**UPON EXECUTION PLEASE RETURN VIA E-MAILTO MICHAEL WANG AT MWANG@POLITANGROUP.COM AND ASOO@POLITANGROUP.COM**