



Broker/Principal Confidentiality and Registration Agreement

The undersigned Registered Broker and or Principal (the “Broker or Principal”) has advised Casandra Properties Inc (“Casandra Properties”) that you wish to register a client or as a client with respect to a potential purchase of the land and building(s) commonly known as 2925-2965 Veterans Rd West, Staten Island, New York (the “Property”). Casandra Properties has been retained on an exclusive basis to represent the owner "Veterans Road Holdings LLC "(the “Owner”) of the Property. The Owner has indicated that all inquiries and communications with respect to the Property be directed to Casandra Properties. On behalf of the Owner, Casandra Properties is prepared to consider the Broker’s registration of the undersigned principal (the “Registered Potential Purchaser”).

Casandra Properties has available for review certain information concerning the property which includes brochures and any other documents or materials provided to Broker or Registered Potential Purchaser (collectively “Confidential Information”). Casandra Properties will not make such Confidential Information available to the Broker or the Registered Potential Purchaser unless and until the Broker and the Registered Potential Purchaser have executed this Agreement. Upon Casandra Properties receipt of this executed Agreement, Casandra Properties will consider providing the Confidential Information for the Registered Potential Purchaser’s consideration in connection with a possible transaction involving the Property subject to the following conditions:

1. All Confidential Information relating to the Property and Owner, which may be furnished to the Broker and/or the Registered Potential Purchaser shall continue to be the property of the Owner and Casandra Properties. The Confidential Information will be used by the Broker solely for the purpose of presenting same to the Registered Potential Purchaser and may not be copied or duplicated without Casandra Properties written consent and must be returned to Casandra Properties, immediately upon Casandra Properties request or when the Registered Potential Purchaser terminates negotiations with respect to the Property.
2. Neither Broker nor the Registered Potential Purchaser will disclose the Confidential Information to any person, tenants or any entity other than the Registered Potential Purchaser, unless Casandra Properties has approved in writing such disclosure, provided, however, that the Confidential Information may be disclosed to the Registered Potential Purchaser’s partners, employees, legal counsel, and institutional lenders (“Related Parties”), for the purpose of evaluating a potential transaction involving the Property. The Registered Potential Purchaser or Broker shall inform such Related Parties of the confidential nature of the Confidential Information and such Related Parties must agree to keep all Confidential Information strictly confidential in accordance with this agreement. The Registered Potential Purchaser, Broker or related parties shall not contact any tenant, company or employee within or works within the above referenced property. The Registered Potential Purchaser shall be responsible for any violation of this Agreement by any Related Party.
3. The Registered Potential Purchaser authorizes the Broker to represent it as its broker with respect to a potential transaction involving the Property. The Registered Potential Purchaser agrees to pay any and all commissions, fees or other compensation claimed by Broker, and the Registered Potential Purchaser hereby agrees to indemnify, defend and hold Casandra Properties and the Owner and their respective affiliates, successors, assigns, officers, directors, employees and agents harmless from and against any and all claims, liabilities, losses, damages, expenses, demands, suits or judgments (including reasonable attorneys’ fees), arising from claims by Broker or any other party the Registered Potential Purchaser or Broker has had dealings with, excluding Casandra Properties, in connection with the proposed transaction. The Broker agrees it will not look to Casandra Properties or the Owner for any commissions, fees or other compensation in connection with the proposed transaction and the Broker agrees it will not discuss the Property with any other party other than the Registered Potential Purchaser and that it will not distribute the Confidential Information or excerpts to any other party. The Registered Potential Purchaser acknowledges that it is a principal in connection with the proposed transaction and the Registered Potential Purchaser hereby agrees that it will not look to the Owner or Casandra Properties for any commissions, fees or other compensation in connection with the proposed transaction. Additionally, the Registered Potential Purchaser acknowledges that they have not had any discussions regarding the Property with any broker or agent other than Casandra Properties and the Broker.
4. The Broker represents and covenants that it is, and at the relevant times will be, a duly licensed real estate broker in the State of New York.
5. THE BROKER AND THE REGISTERED POTENTIAL PURCHASER UNDERSTAND AND ACKNOWLEDGE THAT NEITHER CASANDRA PROPERTIES NOR OWNER HAVE MADE OR MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION AND NEITHER CASANDRA PROPERTIES NOR OWNER SHALL HAVE



ANY LIABILITY UNDER THIS AGREEMENT OR OTHERWISE TO THE BROKER OR THE REGISTERED POTENTIAL PURCHASER, ANY OF THE RELATED PARTIES OR ANY OTHER PERSON OR ENTITY RELATING TO OR RESULTING FROM THE USE OF THE CONFIDENTIAL INFORMATION OR FOR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

6. The Broker and the Registered Potential Purchaser hereby agree to jointly and severally indemnify, defend and hold Casandra Properties and the Owner and their respective affiliates, successors, assigns, officers, directors, employees and agents harmless against from any loss, liability or expense, including attorney’s fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Broker, the Registered Potential Purchaser, any Related Party or any of their representatives for commissions, fees or other compensation arising from the proposed transaction. This Agreement shall be binding upon, and shall inure to the benefit of Casandra Properties and Owner and their respective successors or assigns. Casandra Properties and Owner shall be entitled to specific performance and/or other equitable relief, including injunctive relief without the need to post any bond or other security, as remedies for any violation of this agreement by Broker or the Registered Potential Purchaser. These remedies shall not be exclusive remedies, but shall be in addition to any and all other rights and remedies available to Casandra Properties or Owner at law or in equity. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to principles of conflicts of laws. This Agreement may be signed in counterparts. The transmittal of signed counterparts by e-mail in pdf or similar form shall be as fully effective and binding as the delivery of originals

7. The Broker and the Registered Potential Purchaser acknowledge that the Property have been offered 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. Broker and the Registered Potential Purchaser acknowledge that the Property is being offered without regard to race, creed, sex, religion or national origin.

If in agreement with the foregoing, please return a fully executed copy of this agreement to Casandra Properties by email to info@Casandraproperties.com.

REGISTERED BROKER:

ACCEPTED AND AGREED BY:

Signature _____
Print Name _____
Title _____
Company _____
Street Address _____
City, State Zip _____
Phone _____
Email _____

DATE

REGISTERED POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO THIS 18TH DAY OF FEBRUARY 2018

Signature _____
Print Name _____
Title _____
Company _____
Street Address _____
City, State Zip _____
Phone _____
Fax _____
Email _____

DATE