

CONFIDENTIALITY AGREEMENT

_____, 2025

VIA EMAIL –

Attention:

Re: Commercial Condominium 1 (Block 01010 Lot 1401), Commercial Condominium 2 (Block 01010 Lot 1402), and Commercial Condominium 3 (Block 01010 Lot 1403) (collectively, the “Property”) at 1411-1419 Sixth Avenue also known as 100 West 58th Street, New York, NY 10019 (the “Property”)

Dear _____:

The owner of the Property Windsor Commercial, LLC (the “Owner”) will be furnishing to _____ (“Recipient”) certain proprietary and confidential information concerning the Property. Any and all such materials, any other information about the Property provided to Recipient by or on behalf of the Owner, together with the terms, conditions or other facts relating thereto and any of the terms of any purchase and sale agreement for the sale of the Property shall be deemed "Confidential Information."

Recipient will use the Confidential Information only to evaluate its possible acquisition of the Property (the “Proposed Transaction”). Subject to the terms of this letter agreement, Recipient will keep all Confidential Information confidential and will not disclose the Confidential Information (or any abstracts or summaries thereof) to any third parties.

Recipient may, however, disclose the Confidential Information to its affiliates and its affiliates’ employees, directors, members, officers, agents, consultants, actual or potential lenders, actual or potential investors, attorneys, accountants, advisors and other professionals acting on its behalf (collectively, "Essential Persons") who Recipient determines need to know such information to evaluate the Proposed Transaction. Recipient will inform such Essential Persons of the confidential nature of this information and direct them to treat such information confidentially.

The term “Confidential Information” shall not apply to information that (i) was in Recipient’s or any Essential Person’s possession prior to disclosure by the Owner; (ii) is or becomes available to Recipient or any Essential Person from a source who to the Recipient or its

Essential Person's knowledge, is not prohibited from disclosing such information; (iii) is or becomes generally available to the public other than as a result of disclosure by Recipient or any Essential Person in violation of this letter agreement; or (iv) is independently developed by Recipient or any Essential Person without the use of or reliance on the Confidential Information.

In the event that Recipient or any of its Essential Persons are requested or required by law, regulation, interrogatory, request for information or documents in a legal proceeding, court order, subpoena, deposition, administrative proceeding, inspection, audit, civil investigative demand, any formal or informal investigation by any government or governmental agency or authority or other legal, governmental or regulatory process to disclose any Confidential Information, Recipient and its Essential Persons shall provide Owner with prompt notice of each such matter in order to provide Owner with an opportunity to object to such disclosure and Recipient and its Essential Persons may thereafter disclose that portion of the Confidential Information that, based on the advice of its or their counsel, is required to be disclosed.

Recipient will promptly upon receipt of the undersigned's written request, return all Confidential Information (or the portion(s) thereof identified by the undersigned) without retaining copies or other records and will destroy all documents, memoranda, notes and other writings or records based on the Confidential Information. Recipient and its Essential Persons may retain any copies embedded on its or their systems, or copies required to be maintained to comply with internal documentation retention and compliance procedures and applicable law and regulation and shall not be obligated to destroy or return any Confidential Information that is stored in any automatic electronic archiving or back-up system where it is not reasonably practicable to retrieve or delete the same, provided, however, that all such copies shall continue to be treated as Confidential Information as provided for herein.

Neither Recipient nor any of Recipient's affiliates, officers, members, principals, employees, investors, lenders and consultants (individually and collectively, "Representatives") nor any Essential Person will contact any Property employee, the managing or leasing agent of the Property, or any tenant or other occupant of the Property, or the holder of the mortgage on the Property or any mezzanine lenders (or any of their respective servicers) or the holder of any preferred equity interest in Owner regarding the Property or the Proposed Transaction, nor shall Recipient enter into any negotiations with any of the foregoing parties to lease the Property or purchase the Property or the mortgage or other debt secured thereby or any interest in either, in each case without the undersigned's prior written consent, which may be withheld for any or no reason whatsoever. In addition, Recipient and its Representatives will visit the Properties only in the Owner's (or such Owner's representative's) presence.

Recipient hereby represents and acknowledges that it is evaluating the Property as a potential purchase solely for its own account as principal and that it is not acting as a broker or finder.

Recipient understands, acknowledges and agrees that this letter agreement is not, and shall not be interpreted or construed to be a brokerage agreement, finder's fee agreement or an agreement of any other nature by means of which, or pursuant to which Recipient or any third party is entitled to or may make a claim for a brokerage fee, commission or like compensation to

purchase the Property or any interest therein. Nothing contained herein shall give rise to any obligation on the part of Owner to pay any brokerage commission, finder's fee or other compensation to Recipient or any of Recipient's Representatives or any third party.

Recipient acknowledges that neither the undersigned, Owner, nor any of its or their direct or indirect partners, members, principals, accountants, attorneys, brokers, consultants or agents, have made or are making any representations or warranties whatsoever as to the accuracy or completeness of the Confidential Information or otherwise with respect to the physical, environmental or financial condition of the Property and none of such parties shall have any liability whatsoever resulting from the Confidential Information, its lack of accuracy, incompleteness or other defect. Recipient shall conduct, at its sole cost and expense, its own independent investigation with respect to those matters which it deems appropriate.

The furnishing to Recipient of information does *not* constitute an agreement or offer to proceed with the Proposed Transaction or vest or grant to or in Recipient any right, title or interest of any nature whatsoever in or to purchase the Property or any interest therein. Neither of the parties hereto (nor Owner) shall be bound in any way whatsoever, or have any liability or obligation to the other with respect to the Proposed Transaction, unless and until a definitive binding purchase and sale agreement has been unconditionally executed and delivered by both the Owner and Recipient and Recipient has paid into escrow the deposit required under such purchase and sale agreement.

The undersigned and Recipient agree that either party (and Owner) hereto may elect, at any time and for any reason whatsoever (or for no reason), in its sole, absolute and arbitrary discretion, (i) not to enter into negotiations with the other with respect to any of the Proposed Transactions, or (ii) to discontinue such negotiations at any time, and in either such event neither the undersigned, the Owner (nor any of its direct or indirect partners, members, principals, accountants, attorneys, brokers, consultants and/or agents), nor Recipient shall have any liability or obligation whatsoever to the other or to any broker by reason of the foregoing or otherwise with respect to the Proposed Transaction.

Neither Owner nor any of Owner's direct or indirect partners, members, principals, accountants, attorneys, brokers, consultants and/or agents shall have any liability or obligation whatsoever under this letter agreement or by reason hereof.

Recipient hereby warrants, represents and agrees that it has not dealt with any broker, finder or like person in connection with the Proposed Transaction other than RTL Partners, LLC (_____ of that firm), whose fee shall be paid by the Owner at (and conditional upon) the closing of the Proposed Transaction pursuant to the terms of the Owner's separate agreement with such broker.

Recipient hereby acknowledges that certain violations of this letter agreement may cause irreparable loss and harm that cannot be reasonably or adequately compensated for by damages at law, and accordingly, Owner may, in addition to its other rights and remedies, seek injunctive and

other equitable relief (without prior notice to Recipient and without the necessity of posting a bond) to enjoin such violations of this letter agreement.

This letter agreement shall be governed by the laws of the State of New York and the United States. Each party hereto hereby submits to the exclusive jurisdiction of the courts of the State of New York and of the United States located in the County and State of New York and agrees not to raise any objection or defense based on the venue of any such court or based upon *forum non conveniens*.

Recipient further understands, acknowledges and agrees that this letter agreement is not, and shall not be interpreted or construed to be an exclusive agreement in any manner, nor bind Owner in any way, and Owner shall be free, in its sole and absolute discretion, to provide Confidential Information to any and all third parties and to engage in discussions and negotiations with such third parties with respect to any and all matters relating to the Property (including, without limitation, a possible sale of the Property or the possible refinancing of the Property) without Owner incurring or having any obligation or liability whatsoever to Recipient or to any broker.

This letter agreement shall terminate two (2) years from the date hereof.

This letter agreement may be signed in facsimile or email counterparts and faxed or emailed signatures will be as binding upon the parties as if duplicate originals had been signed and delivered.

Please countersign and return to the undersigned by pdf a copy of this letter to evidence Recipient's agreement to be bound by the foregoing.

Very truly yours,
WINDSOR COMMERCIAL, LLC

Agreed to:

_____ {Recipient}

By: _____

Recipient Contact Information

Name: _____

Firm Name: _____

Address: _____

Telephone: _____

Email: _____