

FOR SALE

30 & 40 Ramland Road, Orangeburg, New York

ASKING PRICE: \$12,000,000



- 80,000 Square Foot Flex Complex
- 30 Ramland Road - Fully Leased to 9 Tenants
- 40 Ramland Road - Rare Vacant Value-Add Industrial Opportunity



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We Own. We Manage. We Lease.

CONFIDENTIALITY AGREEMENT

GHP Office Realty, LLC
Four West Red Oak Lane
White Plains, New York 10604

RE: For the Sale of 30 & 40 Ramland Road, Orangeburg, New York 10962 ("Property").

To whom it may concern:

You have been advised that GHP Office Realty, LLC ("GHP") is acting as exclusive agent for 30 Ramland Road, LLC ("Owner") in connection with the possible sale of the Property.

You have informed us that you, _____, of _____ and/or its affiliates, partners and the like ("Purchaser") are interested in the possible investment in the Property and have the experience and financial capabilities to undertake a transaction of this magnitude. Therefore, you have requested that GHP furnish Purchaser information concerning the Property. This information may include, without limitation, the offering memorandum prepared by GHP, various papers, documents, legal instruments, studies, brochures, computer output, and other materials, and any discussions or Property visitations which are conducted with or by Purchaser concerning the Property (all of the aforementioned information collectively referred to as "Evaluation Material"). In this connection, we are prepared to consider the furnishing of the Evaluation Material to Purchaser only on the condition that Purchaser agrees to treat the Evaluation Material confidentially as hereinafter provided. Therefore, as a prerequisite to GHP furnishing this Evaluation Material to Purchaser, you hereby agree as follows:

1. All Evaluation Material furnished to Purchaser by GHP or Owner will not be used or duplicated by Purchaser in any way detrimental to GHP or Owner, or for any purpose other than evaluating a possible investment in the Property by Purchaser. Therefore, Purchaser agrees to keep all Evaluation Material (other than information which is a matter of public record or is provided in other sources readily available to the public other than as a result of disclosure by Purchaser) strictly confidential; provided, however, that the Evaluation Material may be disclosed to directors, officers, and employees of Purchaser, and to outside counsel and Purchasers' accounting firm (all of whom are collectively referred to as "Related Parties") who, in Purchaser's judgment, need to know such information for the purpose of evaluating a possible investment in the Property. These Related Parties shall be informed by Purchaser of the confidential nature of such information and shall be directed by Purchaser to keep all such information in the strictest confidence and to use such information only for the purpose of evaluating a possible investment by Purchaser. Purchaser shall keep a record as to the exact location of all Evaluation Materials and all copies thereof. Purchaser will promptly, upon the request of GHP or Owner, deliver to GHP all Evaluation Material furnished to them by GHP or Owner, whether furnished before or after the date of this letter, without retaining copies thereof.
2. Purchaser agrees not to make any of the Evaluation Material available or disclose any of the contents of the Evaluation Material, or the fact that discussions or negotiations are taking place concerning a possible investment proposal in the Property by Purchaser, or any of the terms, covenants, conditions, or other facts with respect to any such investment proposal, including the status thereof, to any person other than as permitted by the preceding paragraph unless: (i) such person has been identified to GHP and Owner; (ii) GHP and Owner have approved in writing the disclosure of the Evaluation Material to such person; and (iii) such person has entered into a confidentiality agreement with GHP and Owner, the provisions of which agreement shall be interpreted broadly to include, without limitation, any corporation, partnership, association, and individual. Purchaser will direct Related Parties to whom Evaluation Material is made available not to make similar disclosures and any such disclosure shall be deemed made by and be the responsibility of Purchaser.
3. Although we have endeavored to include in the Evaluation Material information known to us which we believe to be relevant for the purpose of your investigation, Purchaser understands and acknowledges that neither GHP nor Owner makes any representation or warranty as to the

accuracy or completeness of the Evaluation Material. The financial information provided by the Owner, and projections contained in the Evaluation Material represent estimates based on assumptions considered reasonable by GHP under the circumstances although they have not been independently verified. GHP and Owner make no representations or warranties, expressed or implied, that actual results will conform to such projections. Owner and GHP expressly disclaim, and Purchaser assumes any and all liability with respect to the Evaluation Material, including, without limitation, any representation or warranty expressed or implied, in respect of, or omissions from, the Evaluation Material or in any other written or oral communications transmitted or made available to Purchaser. Purchaser agrees that neither GHP or Owner nor any affiliate of GHP or Owner shall have any liability to Purchaser or any of its representatives or Related Parties resulting from its use of or reliance upon the Evaluation Material.

4. Owner and GHP expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to invest in the Property from Purchaser or any other person or entity, and/or to terminate discussions with Purchaser or any other person or entity at any time with or without notice. Owner shall have no legal commitment or obligation to Purchaser or any other person or entity reviewing the Evaluation Material or making an offer to invest in the Property unless and until such investment in the Property is approved on whatever terms deemed desirable by Owner by the executor or Owner, a written agreement for the investment in the Property has been fully executed, delivered and approved by Owner and its legal counsel, any conditions to Owner's obligations hereunder have been satisfied or waived, and any conditions to Purchaser's obligations thereunder have been fully satisfied in the opinion of Owner.
5. In the event a proposed sale is consummated by a closing and transfer of title to the Property from Owner to Purchaser, GHP agrees to accept as its full and only compensation for services rendered in connection with such sale the commission which GHP receives from Owner. Such portion of the commission will be earned only if a sale is fully consummated through close of escrow or transfer of title.
6. The Purchaser agrees to pay any and all compensation claimed by any broker, other than GHP, and the Purchaser hereby agrees to indemnify GHP and the Owner and their affiliates, respective officers, directors, employees, agents and representatives against any compensation, fee, loss, liability or expense, including attorney's fees, arising from claims by any broker or any other party the Purchaser or has had dealings with, excluding GHP, in connection with the proposed transaction. The Purchaser acknowledges that it is a principal in connection with the purchase of the Property and the Purchaser hereby agrees that he will not look to the Owner or GHP or their affiliates for any commissions, fees or other compensation in connection with the sale of the Property. Additionally, the Purchaser acknowledges that they have not had any discussions regarding the Property with any broker or agent other than GHP.
7. No failure or delay by GHP or Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or failure to exercise preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Any litigation arising out of this Agreement or the transactions contemplated hereby shall be brought in the courts of Connecticut and the parties hereto consent to the venue of such courts.

If you are in agreement with the foregoing, Purchaser should execute and return one original of this agreement to GHP. We will consider forwarding the Evaluation Material to you as soon as we (i) receive the fully executed Confidentiality Agreement, (ii) satisfy ourselves in our sole judgment that the Purchaser has the experience and financial capability to consummate the contemplated investment transaction (including, if we deem necessary, personal interviews, bank reference investigations, and other appropriate financial disclosure).

ACCEPTED AND AGREED TO:

PURCHASER: _____

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

Phone: _____

Fax: _____

E-mail: _____