

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT, (this “Agreement”) dated as of this ___ of _____, 2021, is made by

_____ (“Receiving Party”), with a business address at

_____ for the benefit of **100 Mile Northeast LLC, its affiliates, successors, and/or assigns** (collectively “Disclosing Party”), with a business address at 570 Sylvan Ave, Englewood Cliffs, NJ 07632, Disclosing Party and Receiving Party may hereinafter be referred to individually as “Party” and together as the “Parties”.

BACKGROUND

Disclosing Party is selling at auction its Indirect Interest in 146 Route 17 North, Hackensack, NJ 07601 (Block 106, Lots 1, 2-7, 9-12) (the “Property”) which is owned by Tower Real Estate Holdings, L.L.C. (“Borrower”), to wit the 100% membership interest (the “Pledged Equity Interest”) in Borrower of David Bikoff (the “Pledgor”). Receiving Party may want to bid at the auction (the “Potential Bid and Purchase”).

In connection with the Potential Bid and Purchase, it will be necessary for Receiving Party to examine and review certain documents of Disclosing Party (the “Review”). Additionally, in connection with the Potential Bid and Purchase, it may be necessary for Receiving Party to disclose Confidential Information (as defined below) to third party agents, advisors and representatives of Receiving Party (collectively, “Third Party Recipients”). Receiving Party is willing, and will cause its employees, officers, and directors, as well as all Third Party Recipients, to hold in confidence all Confidential Information it or they receive, in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Confidential Information. Receiving Party acknowledges that it will receive certain documents from Disclosing Party via RemoteBidding.MaltzAuctions.com which is proprietary and confidential. For purposes hereof, “Confidential Information” shall mean and include any and all documents relating to the loan to Tower Real Estate Holdings, L.L.C. by 100 Mile Northeast, LLC, assignee of 100 Mile Fund, LLC, which documents are to be provided to Receiving Party via RemoteBidding.MaltzAuctions.com in connection with the Review..

2. Non-Use and Non-Disclosure.

(a) Receiving Party agrees to maintain the confidentiality of all Confidential Information it receives or otherwise obtains from the Disclosing Party, and agrees that it shall not disclose, divulge, reveal, transmit or disseminate the Confidential Information or any documents or copies of documents containing Confidential Information to any party, other than its employees, and those Third Party Recipients assisting in the Review to whom disclosure is strictly necessary, except as otherwise permitted by the terms of this Agreement. In the event Receiving Party discloses Confidential Information to a Third Party Recipient, Receiving Party shall cause such Third Party Recipient to hold in confidence all such Confidential Information disclosed to it or them.

(b) Receiving Party agrees that it shall use, and shall cause its employees, and all Third Party Recipients to use a standard of care with respect to protecting Confidential Information that is no less strict than those set forth in this Agreement, which standard Receiving Party will enforce at Disclosing Party's request. Receiving Party further agrees that at no time shall it use or knowingly permit any other party to examine, use, derive any benefit from, or otherwise exploit Confidential Information, except in furtherance of the Potential Bid and Purchase and in conformance with the requirements of Section 2(a) hereof, without the prior written consent of the Disclosing Party.

(c) The duty of non-disclosure shall not apply to information which: (i) can be documented to Disclosing Party's reasonable satisfaction as being in the public domain at the time it was communicated to Receiving Party or subsequently enters the public domain other than through an unauthorized disclosure by Receiving Party hereunder; (ii) can be documented to Disclosing Party's reasonable satisfaction that it was independently developed after the time it was communicated to Receiving Party without the aid, application or use in any way of the Confidential Information; (iii) can be documented to Disclosing Party's reasonable satisfaction as already known to Receiving Party at the time it was communicated to Receiving Party; or (iv) is required to be disclosed pursuant to judicial order or other compulsion of law; provided, however, that Receiving Party shall provide to the Disclosing Party prompt notice of any such order and comply with any protective or similar order imposed on such disclosure.

3. Ownership and Implied Rights. All Confidential Information shall remain the exclusive proprietary property of the Disclosing Party and is disclosed solely for the purpose of furthering the Potential Bid and Purchase. Nothing in this Agreement shall be deemed to grant Receiving Party any rights, licenses, proprietary rights or interests in or to any of the Confidential Information, or any part thereof including, without limitation, any products or technology of the Disclosing Party that embodies the same. Nor shall anything contained in this Agreement be deemed to operate as an assignment to Receiving Party of any patents, copyrights, designs, trademarks, trade names or other rights of the Disclosing Party as may subsist, be contained in or reproduced in the

Confidential Information. Receiving Party shall not, nor shall any person or entity on their behalf, apply for any patent or any other intellectual property right in respect of the Confidential Information or any part thereof.

4. Receiving Party Covenants. In consideration of the disclosure by the Disclosing Party of the Confidential Information to Receiving Party, Receiving Party agrees:

(a) To accord the Confidential Information no less protection than it accords its own proprietary and confidential information;

(b) To keep separate all Confidential Information from all documents and other records of Receiving Party;

(c) To make only such copies of the Confidential Information as are strictly necessary for purposes of the Review;

(d) To keep all documents and any other material bearing or incorporating any Confidential Information at the usual place of business of Receiving Party;

(e) To provide the Disclosing Party with prompt notice of any unauthorized disclosure by Receiving Party, its employees and/or Third Party Recipients, whether such disclosure was intentional or unintentional;

(f) To use all Confidential Information in compliance with all applicable laws and regulations;

(g) To keep the Confidential Information confidential in accordance with the terms and conditions of this Agreement; and

5. No Representations or Warranties. Receiving Party acknowledges, on behalf of itself and its employees and Third Party Representatives, that neither the Disclosing Party nor any of their representatives make any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, that neither the Disclosing Party nor any of their representatives shall have any liability whatsoever to Receiving Party, its employees and Third Party Representatives, or any other person resulting from the use of the Confidential Information or any errors therein or omissions therefrom, and that Receiving Party, its employees and Third Party Representatives shall assume full responsibility for any reliance on and all conclusions derived from the Confidential Information.

6. Breach. In the event of a breach of this Agreement by Receiving Party:

(a) Receiving Party shall, upon demand by the Disclosing Party, immediately return to the Disclosing Party all Confidential Information, and shall cause any employees and Third Party Recipients to do the same, or at the Disclosing Party's

written request, Receiving Party shall destroy all of the Confidential Information and provide written confirmation to the Disclosing Party (or provide evidence to Disclosing Party's reasonable satisfaction) that it has destroyed the Confidential Information; and

(b) Disclosing Party shall have the right to (i) recover its damages incurred by reason of such breach, including, without limitation, its reasonable attorneys' fees and cost of suit, (ii) obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement without the necessity of proving damages or posting a bond or any other security, and (iii) pursue any other remedy available at law or in equity.

7. Indemnification. The Receiving Party hereby agree to indemnify and hold the Disclosing Party and its officers, directors, shareholders, employees, successors, assigns and agents harmless from and against any and all losses, liabilities, obligations, damages, deficiencies, interest, penalties, impositions, assessments, fines, reasonable costs and expenses, including, without limitation, reasonable accountants', attorneys' and professionals' fees and disbursements, court costs, amounts paid in settlement and reasonable costs and expenses of investigation (collectively, "Losses"), in whole or in part, resulting from, caused by, arising out of or attributable to (i) the breach by the Receiving Party of any representation, warranty, covenant or agreement herein contained, or (ii) the enforcement of this Agreement and the indemnification obligations set forth herein.

8. Governing Law/Consent to Jurisdiction. This Agreement and any disputes arising under or in connection with it shall be governed by the laws of the State of New Jersey, without giving effect to the principles of conflicts of law thereof. The Parties each hereby submit himself or itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal and state courts sitting in the State of New Jersey, and waive any defense based on forum non conveniens, lack of jurisdiction or otherwise to the jurisdiction of such federal and state courts.

9. Miscellaneous. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, superseding all previous oral or written communications, representations, understandings, arrangements or agreements. No waiver of any breach, default or provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. Failure to properly demand compliance or performance shall not constitute a waiver of any Parties rights hereunder. If at any time during the term of this Agreement, any provision hereof proves to be or becomes invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect. Nothing in this Agreement shall be construed as making either party the partner, joint venturer or agent of the other. Unless authorized in writing by the Party to be bound, no Party shall have the authority to

make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party. No Party may assign or transfer this Agreement in whole or in part without the prior written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of the successors and assigns of each Party. Except as otherwise provided herein, all representations, warranties, covenants and agreements contained in this Agreement (including, without limitation, the indemnification provisions herein) shall survive indefinitely. The signature of either Party's representative constitutes an express representation that said representative has the authority to bind that Party to the terms of this Agreement and that this Agreement is a binding obligation of that Party, enforceable according to its terms. This Agreement may be executed electronically by .pdf signature.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Disclosing Party has executed this Confidentiality and Non-Disclosure Agreement as of the day and year first above written.

DISCLOSING PARTY

By: _____

Name:

Title: