



CONFIDENTIAL AGREEMENT AND OFFERING DISCLAIMER
FOR PRINCIPALS

PAD SITES FOR SALE – PORT WASHINGTON, NY

Staubach Retail Services – New England, LLC. (“Agent” or “Staubach”) has been engaged as the exclusive agent by The Stop and Shop Supermarket Company, LLC (“Seller”) for the sale of a parcel or parcels in front of the Super Stop and Shop at 65 Shore Road, Port Washington, NY (“Property”).

The Property is being offered for sale in “as is” condition and Seller and Agent make no representation or warranties as to the accuracy of the information presented herein or elsewhere, including in any on-line download center, sale flyer or offering book (collectively, the “Materials”) as part of this offering. These Materials include highly confidential information and are being furnished solely for the purpose of evaluating a potential acquisition of the Property by prospective purchasers (“Purchasers”). Your signature on the Confidentiality Agreement for Principals (“Confidentiality Agreement”) is a binding pledge to hold the Materials in the strictest confidence and that you will not disclose information contained herein, in whole or in part, to any other parties without the prior written authorization from the Seller or Staubach as more particularly set forth in the Confidentiality Agreement.

The Materials are being provided solely to facilitate the Purchaser’s own due diligence, for which it shall be fully and solely responsible. The Material is based on information and sources deemed to be reliable, but no representation or warranty, expressed or implied, is being made by Agent or Seller or any of their respective representatives, affiliates, officers, employees, shareholders, partners or directors as to the accuracy or completeness of the information contained herein. Neither Agent nor the Seller shall have any liability whatsoever for the accuracy or completeness of the information contained herein or any other written or oral communication, information transmitted, or made available or any action taken or made by the recipient with respect to the Property. Interested parties are to make their own investigations, projections and conclusions without reliance upon material contained herein.

Seller reserves the right, at its sole and absolute discretion, to withdraw the Property from sale at any time and for any reason. Seller expressly reserves the right, at its sole and absolute discretion, to reject any and all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time, with or without notice. This offering is made

subject to omissions, correction of errors, change of price or other terms prior to sale and withdrawal from the market without notice. Agent is not authorized to make any representations or agreements on behalf of Seller.

Seller shall have no legal commitment or obligation to any interested party reviewing the Materials, performing additional investigation and/or making an offer to purchase the Property unless and until a binding written agreement for the purchase of the Property has been fully executed, delivered, and approved by Seller and any conditions to Seller’s obligations thereunder have been satisfied or waived.

Purchasers agree (a) that the Materials are of a highly confidential nature and will be held and treated in the strictest confidence, (b) Agent represents the Seller and neither Agent nor the Seller shall have any obligation to pay a commission, finder’s fee, or any other compensation to any broker or other persons, (c) Purchasers and their affiliates consultants are not to contact employees or tenants of the Property directly or indirectly regarding any aspect of the Materials or the Property without the prior written approval of the Seller, and (d) no portion of the Materials may be copied or otherwise reproduced without the prior written authorization of Seller or as otherwise provided in the Confidentiality for Principals executed and delivered by the recipient(s) to Agent.

CONFIDENTIALITY AGREEMENT
(the “Agreement”)

RE: PAD SITES FOR SALE, PORT WASHINGTON, NY

By signing below, Purchaser acknowledges and agrees that it has reviewed and agreed to the Confidentiality Offering Disclaimer as part of this Confidentiality Agreement and that the Materials that may be provided to Purchaser, Purchaser’s counsel, or any other agents or representatives of Purchaser, are being provided on the condition that such Materials be treated in confidence in accordance with the following:

1. The Materials will not be disclosed or disseminated in any way except as expressly permitted by this Agreement, and shall not be used in any way detrimental to Seller.
2. All Materials shall be kept confidential provided, however, that the Materials may be disclosed to Purchaser’s key employees, outside counsel, accountants, and other outside consultants engaged by Purchaser to evaluate the Property, including without limitation title insurers, environmental consultants and other consultants (collectively “Related Parties”) on a strictly “need-to-know” basis but solely for the purpose set forth herein. These Related Parties shall be informed of the confidential nature of such Materials, and the terms of this agreement and instructed to abide by its terms. This section shall not apply to information which is or comes into the public domain through sources other than Purchaser or the Related Parties to disclosures of the Materials required by law or court order. Purchaser agrees to promptly, upon request, return all Materials provided by Seller and destroy any copies made by Purchaser, without retaining copies thereof.
3. Purchaser agrees not to disclose to any person other than Related Parties, including without limitation existing or prospective tenants at the Property or employees at the Property, and to instruct the Related Parties not to disclose either (i) the fact that discussions or negotiations are taking place concerning the sale of any of the Property, or (ii) any of the terms, covenants, conditions, or other facts with respect to any such possible sale, and (iii) the contents of the Materials being provided to you.
4. This Agreement shall inure to the benefit of and is binding upon the respective heirs, personal representatives, successors, and assigns of the parties hereto.
5. Purchaser agrees that its agreement to the terms and provisions of this Agreement is a material inducement to Seller to make the Materials available to Purchaser. Seller shall have recourse to all remedies at law or equity for violations of the terms hereof.
6. This Agreement (i) expresses the entire agreement between the parties herein; (ii) supersedes all prior understanding between the parties; (iii) shall be governed by New

