

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “*Agreement*”) is made and agreed to by the person designated as the potential buyer on the signature page hereof (the “*Potential Buyer*”) in favor of and each of: Midtown West 47th Street LLC, Soteria Real Property LLC, WCJ Fund LLC, 536 West 150 Street LLC, and Soha House LLC (“*Debtor*”), Northgate Real Estate Group (“*Northgate*”), and each of their respective affiliates, officers, directors, employees, and advisors (the foregoing, together with Debtor and Northgate, the “*Beneficiaries*”) in connection with a possible transaction or further business relationship involving Potential Buyer and Debtor (such disposition, a “*Transaction*”).

The Potential Buyer agrees that, in connection with the Potential Buyer’s participation in the Transaction, Debtor is prepared to furnish to the Potential Buyer certain information (the “*Information*”), which is confidential, proprietary to Debtor or otherwise not generally available to the public to assist the Potential Buyer in conducting and preparing for the Transaction. The Information includes, among other things, the existence of the Transaction itself, the documents, files, reports and other written or electronic information and data relating to the Transaction and will also include any discussions between any of the Beneficiaries and the Potential Buyer, each regarding the Transaction. As a condition to, and in consideration of, Debtor furnishing the Information, the Potential Buyer agrees as follows:

1. Nondisclosure of Information. The Information shall (a) be kept confidential by the Potential Buyer and (b) not be used other than in connection with the Potential Buyer’s due diligence review with respect to the Transaction. The Potential Buyer may, however, disclose the Information to any of its directors, officers, employees, agents, partners or representatives, including without limitation any accountants, attorneys, and financial advisors (“*Representatives*”), but only if such Representatives reasonably need to know the Information in connection with the Potential Buyer’s due diligence review with respect to the Transaction. The Potential Buyer shall (i) inform each of its Representatives receiving the Information of the confidential nature of the Information and of this Agreement, (ii) direct its Representatives to treat the Information confidentially and not to use it other than in connection with the Potential Buyer’s due diligence review with respect to the Transaction, and (iii) be responsible for any improper use of the Information by the Potential Buyer or its Representatives.

2. Notice Preceding Compelled Disclosure. If the Potential Buyer or any of its Representatives is requested to disclose any Information, the Potential Buyer shall promptly notify Debtor and Northgate to permit Debtor to seek a protective order or to take other appropriate action. The Potential Buyer also shall cooperate in Debtor’s efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Information. If, in the absence of a protective order, the Potential Buyer or any of its Representatives is compelled as a matter of law to disclose the Information, the Potential Buyer may disclose to the party compelling disclosure only the part of the Information as is required by law to be disclosed (in which case, prior to such disclosure, the Potential Buyer shall advise and consult with Debtor, and its counsel as to such disclosure and the nature and wording of such disclosure) and the Potential Buyer shall use its reasonable best efforts to obtain confidential treatment therefor.

3. Treatment of Information. The Potential Buyer shall refrain from making any reproductions, other than handwritten summaries or notes and self-generated computer records, of any item of the Information, without the prior written consent of Debtor. If the Potential Buyer elects not to participate in the Transaction or if the Transaction is canceled, withdrawn, terminated or indefinitely delayed, the Potential Buyer and its Representatives will return to Debtor all tangible Information that has

been provided to the Potential Buyer and will destroy/delete (or, at its option, deliver to Debtor) all summaries, notes, studies, compilations, or written or electronic copies and records that reflect any of the Information prepared by the Potential Buyer or any of its Representatives. That destruction/deletion (or return/delivery) will be confirmed in writing to Debtor and Northgate if so requested by either of them. Any Information not so destroyed/deleted (or returned/delivered) will remain subject to this Agreement. Debtor may at any time request, and the Potential Buyer undertakes promptly to return or destroy the Information, including all summaries, notes, studies, compilations, or other documents that reflect any of the Information prepared by the Potential Buyer or its Representatives, and to confirm such destruction in writing to Debtor and Northgate if so requested by either of them.

4. Public Information. The confidentiality provisions of this Agreement will not apply to such portions of the Information that (a) are or become generally available to the public through no action by the Potential Buyer or its Representatives (unless otherwise consented and agreed to by Debtor) or (b) are or become available to the Potential Buyer on a nonconfidential basis from a source, other than the Beneficiaries, that the Potential Buyer believes, after reasonable inquiry, is not prohibited from disclosing such portions to the Potential Buyer by a contractual, legal or fiduciary obligation.

5. Indemnity. The Potential Buyer shall indemnify Debtor, Northgate and all other Beneficiaries and hold them each harmless against any and all claims, causes of action, demands, liabilities, damages, costs and expenses of any kind or nature (including, without limitation, all attorneys' fees and costs before and at trial and at all appellate levels, as the case may be, and any claim by any party (including the Potential Buyer or its Representatives) of any right to any broker commission or fee or similar fee) incurred by, or on behalf of, any Beneficiary directly, or indirectly, arising out of, or as a result of, the use or disclosure of the Information by the Potential Buyer, any of its affiliates or any of their respective Representatives, other than as expressly permitted by the terms hereof, or any breach or violation of any representation, warranty or agreement herein.

6. Contact. The Potential Buyer shall not communicate with any borrower, debtor, guarantor, senior secured mortgagee, junior lender, mezzanine lender or any other lender, appraiser or other obligor, accountant or attorney, or any other person or party, including any tenant, managing or leasing agent, environmental or engineering consultant, connected with, related to, or whose name is obtained from the Information without the consent of both the Debtor and Northgate.

7. No Obligation. Potential Buyer acknowledges and agrees that this Agreement does not create any obligation of any kind whatsoever for the Beneficiaries with respect to the Transaction.

8. Representations and Warranties; Release from Liability. The Potential Buyer acknowledges none of the Beneficiaries makes any representation or warranty as to the accuracy or completeness of the Information. The Potential Buyer agrees that none of the Beneficiaries shall have any liability to the Potential Buyer, or any of its affiliates or their respective Representatives, relating to or resulting from use of the Information. In furtherance of the foregoing, the Potential Buyer hereby releases the Beneficiaries from any and all liabilities to the Potential Buyer, its affiliates or their respective Representatives relating to or resulting from the use of the Information, regardless of when such liabilities may arise.

9. Covenants. The Potential Buyer covenants not to use the Information to the detriment of

any of the Beneficiaries and to use it only in conducting and preparing for the Transaction. Furthermore, in connection with the Transaction, the Potential Buyer covenants to work exclusively through Northgate.

10. Entire Agreement. This Agreement supersedes all other agreements relating to the Information which have previously been executed by the Potential Buyer in favor of any of the Beneficiaries.

11. Amendments, Changes and Modifications. This Agreement may be amended only by written instrument signed by Debtor and the Potential Buyer.

12. Severability. The invalidity or unenforceability of any one or more phrases, sentences, paragraphs or Sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

13. General Provisions. Section and paragraph headings are not to be considered part of this Agreement. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. Money damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, any Beneficiary shall be entitled to specific performance and injunctive relief as remedies for any violation, in addition to all other remedies available at law or equity. This Agreement will be governed by and construed in accordance with laws of the State of New York (without giving effect to the principles of conflict of laws thereof, other than the principles set forth in Section 5-1401 of the General Obligations Law of the State of New York). The Potential Buyer consents to the exclusive jurisdiction of any federal or state court in the City and State of New York for the purposes of any action arising out of or related to this Agreement. A copy of a signature transmitted electronically via facsimile, pdf or email will be deemed to have the same effect as an original for all purposes.

IN WITNESS WHEREOF, the Potential Buyer has executed this Agreement as of the date set forth below.

(Potential Buyer)

Company Name:

Name:

Title:

Signature:

Date: , 2023