



THE COUNSELORS
OF REAL ESTATE®

August 14, 2024

As a member of the Mini-Consulting Corps or CRE Consulting Corps leadership assisting with the Iglesia de la Santa Cruz /Bushwick Abbey (Mini-Consulting Corps Project I) or Middle Collegiate Church (Mini-Consulting Corps Project II) Mini-Consulting Corps Project, you are advised that The Counselors of Real Estate has entered into Confidentiality Agreements with Episcopal Real Estate of Long Island/Bushwick Abbey and Middle Collegiate Church, attached hereto as Schedule A.

Please take a moment to read the Confidentiality Agreements and familiarize yourself with the terms. Then, sign where indicated below and return a copy of this letter to me.

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, the undersigned, acknowledge receipt of the Confidentiality Agreement attached hereto as Schedule A. I have read the Confidentiality Agreement and agree to be bound by its terms as a condition of my participation in the Mini-Consulting Corps project.

SIGNATURE

DATE

NAME

Schedule A

Confidentiality Agreement

This Agreement, dated _____, 20 ____, is made

BETWEEN

The Counselors of Real Estate
140 S. Dearborn, Suite 1500A
Chicago, Illinois 60603

referred to as “CRE” or the “Company”

AND

Bushwick Abbey
172 St. Nicholas Avenue
Brooklyn, NY 11237

referred to as the “Client”.

RECITALS

WHEREAS, the Client has requested assistance analyzing potential redevelopment plans for Iglesia de la Santa Cruz /Bushwick Abbey (“Evaluation”); and

WHEREAS, the parties agree that certain of such information is confidential and that damage could result if such information were disclosed to a third party or used for purposes other than to build a report for the Evaluation; and

WHEREAS, the Client requires and demands that such information be kept confidential by the Company; and

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows.

1. Proprietary Information.

1.1 Unless otherwise agreed to in writing by Client, CRE agrees that except as required by law, it will (a) keep all Proprietary Information confidential and not disclose or reveal any Proprietary Information to any Person other than its Representatives, (b) inform its Representatives of the confidential nature of the Proprietary Information and direct such Representatives to be bound by this Agreement, and (c) use the Proprietary Information solely for the purpose of performing the Evaluation and not in a manner which is in any way detrimental to Client. Client will indicate Proprietary Information at the time such Information is released to Company. CRE agrees to be responsible for any breach of this Agreement by its Representatives.

1.2 For purposes of this Agreement, the following terms will have the following meanings:

- 1.2.1 “Proprietary Information” shall mean all written and oral information related to the Client’s policies, procedures, budgets, studies, plans, schematics, and designs furnished by Client or Client’s officers, directors, employees, shareholder, or agents (including attorneys, accountants and financial advisors), whether furnished before or after the date hereof, and regardless of the manner in which it is furnished.
- 1.2.2 “Representative” shall mean any person employed by or volunteering on behalf of CRE(a) who is actively and directly participating in the Evaluation or who otherwise needs to know the Proprietary Information for the purpose of performing the Evaluation, and (b) who agrees to be bound by the terms of this Agreement.
- 1.2.3 “Person” shall mean any individual, corporation, partnership, other entity, or instrumentality of government.

1.3 Proprietary Information does not include, and the obligation of confidentiality hereunder will no longer attach to information when CRE can document that such information: (a) was already in CRE’s possession, free of any obligation of confidence, as shown by CRE’s written records in existence at the time of disclosure; (b) is or becomes generally known to the public at the time Client communicates such information to CRE, or subsequently, through no breach of this Agreement by CRE; (c) is received independently and without restriction by CRE from a third party not under an obligation to Client or others to keep such information confidential; or (d) is independently developed by CRE’s personnel without the benefit of access, directly or indirectly, to Confidential Information of Client.

2. Indemnification. CRE will indemnify, defend and hold harmless Client, its respective officers, directors, employees, and agents from and against any and all claims, demands, damages, liens, liabilities, penalties, fines, lawsuits, and other proceedings and related costs and expenses (including reasonable attorneys’ fees) to the extent arising out of or relating to CRE’s breach of this Agreement, or to the extent arising out of or relating to the negligence or willful misconduct, errors or omissions of such party, its employees, agents or subcontractors.

3. Required Disclosure. The restrictions of this Agreement will not operate to prevent disclosures of Proprietary Information required by any law or regulation, or in response to a valid order by a court of competent jurisdiction or other governmental authority; provided, however, that CRE provides Client with an opportunity (at its own expense) to object to the disclosure, or to seek confidential treatment or other protective measures to preserve, to the extent possible, the confidentiality of the Proprietary Information, and cooperates with Client in connection therewith.

4. Enforcement. Without prejudice to the rights and remedies otherwise available to Client, CRE agrees that Client is entitled to enforce this Agreement by obtaining an injunction to enjoin and restrain the unauthorized disclosure of Proprietary Information.

5. Assignment. CRE shall not assign any of its rights or obligations of confidentiality under this Agreement without the prior written consent of the Client provided that such consent not to be unreasonably withheld, delayed or conditioned. Any assignment in violation of this Section 4 is null and void, and the obligations of confidentiality shall remain between the parties hereto.

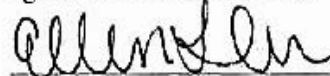
6. Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the State of Illinois. Client agrees to submit to the jurisdiction of the state or federal district courts in Illinois for any court proceeding arising out of this Agreement.

7. Counterparts/Telecopy. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signatures by telecopy shall be binding as originals.

8. Survival. This terms of this Agreement survive any final Evaluation of or negotiation related to the Evaluation.

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Agreement on the day and year first written above.

Episcopal Real Estate of Long Island.
on behalf of Bushwick Abbey/
Iglesias de la Santa Cruz



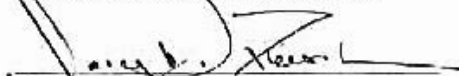
(signature)

Ellen Liu Onan

(printed name)

Its: Director of Asset Management

The Counselors of Real Estate



(signature)

Mary W. Freischnon

(printed name)

Its: President and CEO

Confidentiality Agreement

This Agreement, dated August 2, 2024, is made

BETWEEN

The Counselors of Real Estate
140 S. Dearborn, Suite 1500A
Chicago, Illinois 60603

referred to as "CRE,"

AND

Middle Collegiate Church
50 E 7th St
New York, NY 10003

referred to as the "Client".

RECITALS

WHEREAS, the Client has requested assistance analyzing potential redevelopment plans for Middle Collegiate Church ("Evaluation"); and

WHEREAS, the parties agree that certain of such information is confidential and that damage could result if such information were disclosed to a third party or used for purposes other than to build a report for the Evaluation; and

WHEREAS, the Client requires and demands that such information be kept confidential by CRE; and

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows.

1. Proprietary Information.

1.1 Unless otherwise agreed to in writing by Client, CRE agrees that except as required by law, it will (a) keep all Proprietary Information confidential and not disclose or reveal any Proprietary Information to any Person other than its Representatives, (b) inform its Representatives of the confidential nature of the Proprietary Information and direct such Representatives to be bound by this Agreement, and (c) use the Proprietary Information solely for the purpose of performing the Evaluation and not in a manner which is in any way detrimental to Client. Client will indicate Proprietary Information at the time such Information is released to CRE. CRE agrees to be responsible for any breach of this Agreement by its Representatives.

1.2 For purposes of this Agreement, the following terms will have the following meanings:

- 1.2.1 "Proprietary Information" shall mean all written and oral information related to the Client's policies, procedures, budgets, studies, plans, schematics, and designs furnished by Client or Client's officers, directors, employees, shareholder, or agents (including attorneys, accountants and financial advisors), whether furnished before or after the date hereof, and regardless of the manner in which it is furnished.
- 1.2.2 "Representative" shall mean any person employed by or volunteering on behalf of CRE(a) who is actively and directly participating in the Evaluation or who otherwise needs to know the Proprietary Information for the purpose of performing the Evaluation, and (b) who agrees to be bound by the terms of this Agreement.
- 1.2.3 "Person" shall mean any individual, corporation, partnership, other entity, or instrumentality of government.

1.3 Proprietary Information does not include, and the obligation of confidentiality hereunder will no longer attach to information when CRE can document that such information: (a) was already in CRE's possession, free of any obligation of confidence, as shown by CRE's written records in existence at the time of disclosure; (b) is or becomes generally known to the public at the time Client communicates such information to CRE, or subsequently, through no breach of this Agreement by CRE; (c) is received independently and without restriction by CRE from a third party not under an obligation to Client or others to keep such information confidential; or (d) is independently developed by CRE's personnel without the benefit of access, directly or indirectly, to Confidential Information of Client.

2. Indemnification. CRE will indemnify, defend and hold harmless Client, its respective officers, directors, employees, and agents from and against any and all claims, demands, damages, liens, liabilities, penalties, fines, lawsuits, and other proceedings and related costs and expenses (including reasonable attorneys' fees) to the extent arising out of or relating to CRE's breach of this Agreement, or to the extent arising out of or relating to the negligence or willful misconduct, errors or omissions of such party, its employees, agents or subcontractors.

3. Required Disclosure. The restrictions of this Agreement will not operate to prevent disclosures of Proprietary Information required by any law or regulation, or in response to a valid order by a court of competent jurisdiction or other governmental authority; provided, however, that CRE provides Client with an opportunity (at its own expense) to object to the disclosure, or to seek confidential treatment or other protective measures to preserve, to the extent possible, the confidentiality of the Proprietary Information, and cooperates with Client in connection therewith.

4. Enforcement. Without prejudice to the rights and remedies otherwise available to Client, CRE agrees that Client is entitled to enforce this Agreement by obtaining an injunction to enjoin and restrain the unauthorized disclosure of Proprietary Information.

5. Assignment. CRE shall not assign any of its rights or obligations of confidentiality under this Agreement without the prior written consent of the Client provided that such consent not to be unreasonably withheld, delayed or conditioned. Any assignment in violation of this Section 4 is null and void, and the obligations of confidentiality shall remain between the parties hereto.

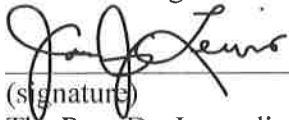
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8. Survival. This terms of this Agreement survive any final Evaluation of or negotiation related to the Evaluation.

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Agreement on the day and year first written above.

Middle Collegiate Church



(signature)

The Rev. Dr. Jacqueline J. Lewis

(printed name)

Its: Senior Minister and Public Theologian

The Counselors of Real Estate



(signature)

Mary W. Fleischman

(printed name)

Its: President and CEO