

CONFIDENTIALITY AGREEMENT
Hilliard Commerce Center
3700 Lacon Road – Hilliard, OH (the “Property”)

This Confidentiality Agreement (this “Agreement”) is entered this __ day of _____, 2024 (“Effective Date”) by _____ (“Prospective Buyer”) for the benefit of the owner (“Owner”) of the above referenced Property. In consideration of being provided Information (as hereafter defined), Prospective Buyer agrees as follows:

The term “Information” means confidential and proprietary information, including trade secrets and the fact that these discussions are taking place, and it is also understood that the Information can be oral or visual or be a demonstration, or in some other manner not of a permanently recorded form, provided that such non-permanently recorded Information is identified within thirty (30) days after disclosure as “Confidential and Proprietary” by a writing from the Owner to Prospective Buyer identifying and describing such confidential and proprietary information; and

Notwithstanding the preceding sentence, “Information” shall not include information which (a) was in Prospective Buyer’s possession prior to the Effective Date hereof (provided that, to Prospective Buyer’s knowledge, the source of the information was not prohibited from transmitting it to Prospective Buyer), or (b) is or becomes publicly known, except for any such information that becomes publicly known because of disclosure by Prospective Buyer its Representative (as defined below) in violation of this Agreement. At any time upon the written request of Owner, Prospective Buyer must return to Owner, or destroy and provide certification of the destruction, the Information.

The term “Proposed Transaction” shall mean the potential acquisition of Owner’s interest in the Property by Prospective Buyer. Prospective Buyer agrees that the Information will be used solely to evaluate the Proposed Transaction and must be kept strictly confidential by Prospective Buyer and its Representatives. Prospective will not disclose any Information or permit it to be disclosed to any other person or party, provided, however, that Information may be disclosed (and copies provided) to Prospective Buyer’s directors, officers, agents, employees, financing sources, affiliates, and advisors (collectively, “Representatives”), but only to the extent necessary to evaluate the Proposed Transaction. Prospective Buyer shall be responsible for any disclosure by its Representatives of the Confidential Information, which is not expressly authorized hereby. Neither Prospective Buyer, nor any of its Representatives, shall directly or indirectly communicate with any tenant, property manager, leasing agent, service contractor, lien holder or other party with any interest in or contractual relationship affecting the Property, except in the ordinary course of business unrelated to the Proposed Transaction.

Prospective Buyer for itself and on behalf of its Representatives, acknowledges and agrees that neither Owner nor its affiliates, agents, including Jones Lang LaSalle Americas, Inc. or advisors, and none of their respective officers, directors, employees, agents or controlling persons, has made or hereby makes any express or implied representations or warranties as to the Property or the Information or the accuracy or completeness of the Information. None of the foregoing persons shall have any liability to Prospective Buyer or its Representatives relating to or arising from the use of any Information or for any errors therein or omissions therefrom. Prospective Buyer and its Representatives are not entitled to rely on the accuracy or completeness of the Information. Prospective Buyer and its Representatives agree to rely solely on their own independent investigation, analysis, appraisal and evaluation of the facts and circumstances in connection with the Proposed Transaction.

In the event of any breach of this Agreement by Prospective Buyer or any of its Representatives, Owner may be irreparably and immediately harmed and might not be made whole by monetary damages. Accordingly, it is agreed that, without prejudice to any rights and remedies otherwise available to Owner, Owner shall be entitled (i) to equitable relief by way of injunction in the event of a breach of any provision of this Agreement, and (ii) to compel specific performance, in each case without the need for proof of actual damages.

The term of this Agreement shall be two (2) years from the Effective Date hereof. Prospective Buyer acknowledges and agrees to inform any broker engaged by Prospective Buyer, that if a broker represents Prospective Buyer in connection with the acquisition of the Property, such broker must look solely to Prospective Buyer for any and all compensation in connection with the acquisition of the Property. Please acknowledge your agreement to and acceptance of the foregoing by signing where indicated below.

Prospective Buyer acknowledges its agreement to and acceptance of the foregoing by signing where indicated below and returning one (1) executed copy of the Agreement via email to the attention of Tyler Reusch at tyler.reusch@jll.com.

PROSPECTIVE BUYER:

By: _____

Printed Name and Title