

**RETURN REDLINES VIA EMAIL:**  
E-mail: andrea.simon@cushwake.com

## OUTSIDE BROKER CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is entered into effective as of July \_\_, 2024, by and between \_\_\_\_\_ (“Recipient”), whose address is \_\_\_\_\_, and BTC III Riverpoint Industrial Park LLC, a Delaware limited liability company (“Discloser”), whose address is c/o Ares Management 1200 17<sup>th</sup> Street, Suite 2900, Denver, Colorado 80202, both of which are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

### RECITALS:

WHEREAS, Recipient may be provided with certain Materials (as defined below) for the limited purpose (the “Limited Purpose”) of evaluating a potential acquisition by certain third party clients listed on Schedule 1 attached hereto (the “Clients”) of that certain improved real property located in the State of Georgia, commonly referred to as Riverpoint Industrial Park I-III located at 100 – 200 Riverpoint Road and 355 Highpoint Road, Cartersville, GA 30120 (the “Property”);

WHEREAS, the Parties acknowledge and agree that the Materials provided by Discloser to Recipient, whether before or after the execution of this Agreement, are proprietary and highly confidential and Recipient agrees not to divulge the contents of the Materials or any other information relating to Discloser (as defined below), except in strict accordance with the confidentiality standards set forth herein.

NOW, THEREFORE, in consideration of Discloser making Materials available to Recipient, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

### AGREEMENT:

#### 1. Definitions.

(a) As used herein, “Discloser” means Discloser, including any and all of its subsidiaries, affiliates, acquiring and/or ownership entities, parent, associated or allied companies, firms, partnerships and/or organizations, purchasers of assets or stock, investors, joint ventures, predecessors, successors, executors, administrators, assigns, and any related entities (including, without limitation, for entities owning an interest in property, any property management company and its subsidiaries and affiliates) and the directors, officers, shareholders, owners, partners, managers, members, insurers, agents, employees, attorneys and representatives thereof disclosing the Materials (as defined below).

(b) As used herein, “Materials” means any information received by Recipient from Discloser, together with all derivatives thereof, including, but not limited to: (i) the existence of this Agreement, the terms of this Agreement, and the fact that the Parties are in fact discussing the potential acquisition by Clients of the Property, (ii) the name and/or address of Discloser or any of Discloser's customers, tenants, lessees, employees, employee applicants, affiliates, shareholders, investors, lenders, officers, directors, partners, managers, or members (collectively, the “Protected Parties”) or any information concerning the Property or the transactions or relations of any Protected Parties; (iii) any information belonging to Protected Parties; (iv) any financial information relating to the Property or the Protected Parties or their businesses, including, without limitation, historical financial information, financial projections and budgets, models, plans and market studies, however documented; (v) trade secrets; (vi) all written, graphic and other material (in any medium whether in writing, on magnetic tape or in electronic or other form) relating to the foregoing; (vii) all correspondence, memoranda, files, manuals, books, financial lists, operating or marketing records and customer and vendor records relating to or containing any of the foregoing (in any medium whether in writing, on magnetic tape or in electronic or other form); (viii) any information or presentations marked or designated “Confidential”, including, without limitation, any

presentations regarding the Property; and (ix) any notes, analysis, compilations, studies, summaries and other material containing or based, in whole or in part, on any information included in the foregoing. The term Materials shall not include information that was or becomes generally available to the public other than as a result of disclosure by Recipient to the public or any third party in violation of this or a similar confidentiality agreement. Each Party acknowledges and understands that information that may not be novel or may not be copyrighted, trademarked or patented, or eligible for such or any other protection under intellectual property laws and/or trade secret laws may nonetheless be Confidential Information (as defined below).

## 2. Confidentiality and Restrictions on Use.

(a) Recipient and its partners, representatives, agents, employees, officers, directors, managers, members and/or any and all persons directly or indirectly acting for or with Recipient (collectively, the “Representatives”) shall not at any time, directly or indirectly, publish, make known or in any manner disclose any Materials to, or permit any inspection or copying of confidential records by, any individual or entity for any purpose, except with the express prior written consent of Discloser. Recipient agrees that all Materials will be deemed confidential and used solely for the Limited Purpose. Recipient further agrees to use all reasonable precautions necessary to preserve the confidentiality of the Materials, including, but not limited to (i) limiting access to such information to those Representatives who have a need to know such information and only for the Limited Purpose, and (ii) prior to disclosing any Materials to its Representatives, Recipient shall inform them of the confidential nature of the Materials and of the terms of this Agreement and require them to abide by all the terms included herein. Recipient further agrees to be responsible for any breach of this Agreement by any of its Representatives. Notwithstanding anything to the contrary contained in this Agreement, prior to the disclosure by Recipient of any Materials to the Client, the Recipient shall be required to have the Client execute the Joinder to this Agreement.

(b) If Recipient or any of its Representatives are requested to disclose any Materials in connection with any legal or administrative proceeding or investigation, Recipient shall notify Discloser promptly of the existence, terms and circumstances surrounding such a request so that Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

(c) Recipient shall use the Materials only for the Limited Purpose. At no time shall Recipient use the Materials for any other purpose, for the benefit of itself or any third party, or in any manner adverse to, or to the detriment of, any Discloser, including, without limitation, using the Materials in a manner (i) that would be in direct or indirect competition with the business activities of any Discloser, or (ii) that would be adverse to the business relationships of a Discloser (or any of them) with clients, customers, tenants, partners, lenders or other third parties (including, without limitation, using the Materials in a manner that results in any of such clients, customers, tenants, partners, lenders or other third parties terminating, reducing or failing to renew or expand their business relationships with any Discloser).

(d) Recipient further agrees that it shall not create derivative works based on the Materials, or otherwise use, embed or incorporate the Materials into current or future product or service offerings of Recipient.

(e) Recipient acknowledges that Discloser is a public company, that some or all of the Materials provided pursuant to this Agreement may constitute material non-public information regarding Discloser and that applicable federal securities laws prohibit trading in the securities of public companies while in possession of material non-public information.

3. No Representations. The disclosures or delivery of Materials to Recipient will not be deemed to constitute any express or implied representation or warranty by Discloser. Discloser makes no representations or warranty to Recipient as to the accuracy or completeness of the Materials. Discloser shall not have any liability to Recipient as a result of review of or reliance upon the Materials by Recipient or any errors therein or omissions therefrom. Neither the Materials nor the act of disclosure thereof by Discloser shall constitute a grant of any license under any trademark, patent or copyright. In addition, the

Recipient acknowledges that it will make its own analysis and decision as to whether or not to discuss the Property with any of the Clients and/or commit any of its resources thereto.

4. Indemnification. Recipient agrees to indemnify Discloser against, and to hold the Discloser harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, interest, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including the reasonable attorneys' fees (including those of in-house counsel and appeal) and disbursements of counsel to Discloser (collectively, "Losses"), which may be suffered by, imposed on, or incurred by any Discloser as a result of the breach of any obligations under this Agreement by Recipient or any of its Representatives.

5. Return of Materials. Within five days after delivery of a written request from Discloser, Recipient shall (a) deliver to Discloser (or certify in writing to Discloser the destruction of) all Materials in the possession or control of Recipient or its Representatives and any copies thereof which have been made, and (b) destroy any notes or references to the Materials in its documents, and shall certify to Discloser in writing that it has done so. Notwithstanding the return or destruction of the Materials, Recipient shall continue to be bound by its obligations of confidentiality hereunder.

6. No Adequate Remedy at Law. The Recipient agrees that the conditions in this Agreement and any information disclosed in the Materials (the "Confidential Information") are of a special, unique, and extraordinary character, that the Discloser would be irreparably harmed by any disclosure of the Confidential Information in violation of this Agreement, and that the use of the Confidential Information for the business purposes of any Party other than in connection with the Limited Purpose or of any third party, would enable such Recipient and/or such third party to compete unfairly with Discloser. For these reasons, Discloser and Recipient agree that, in addition to all other remedies provided at law or in equity, Discloser shall be entitled to seek and obtain temporary, preliminary and permanent injunctive relief in a court of law to prevent and restrain any breach or contemplated or threatened breach of and to specifically enforce the provisions of this Agreement, and Discloser will not be obligated to post bond or other security in seeking such relief or to prove irreparable harm. The existence of any claim, demand, action, set-off, counterclaim, or cause of action by Recipient against Discloser or any other person shall not constitute a defense to the enforcement by Discloser of this Agreement. Recipient further covenants and agrees that Discloser shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits directly or indirectly resulting from any breach hereof and shall have the right to withhold and to offset any amounts owed Recipient by Discloser. Such remedies shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which Discloser is or may be entitled at law or in equity or under this Agreement.

7. Proposed Business Agreement. The submittal of this Agreement and/or any Material pursuant to the terms hereof to the Recipient shall not constitute an offer, implied or otherwise, to enter into any proposed business agreement with the Recipient or its Clients, nor any agreement to provide the Recipient with any such Material. Neither the expenditure of funds, the making of any commitments, nor the taking of any actions by any party to implement any of the terms and conditions of this Agreement or any such business agreement shall be regarded as part performance or otherwise effectuate a binding business agreement prior to the full execution and delivery thereof. For the avoidance of doubt, at any time prior to the execution of a final purchase and sale contract or other similar agreement by the Discloser and the applicable Clients, the Discloser reserves the right, in its sole and absolute discretion, to reject any or all expressions of interest in the Property (or any offers regarding the Property) and/or to terminate any and all discussions with the Recipient and/or the Clients with respect thereto, with or without notice.

8. Notice. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by certified or registered mail, return receipt requested. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid

and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth following its name below:

To Discloser:

**BTC III RIVERPOINT INDUSTRIAL PARK LLC**

c/o Ares Management LLC  
1200 17<sup>th</sup> Street, Suite 2900  
Denver, Colorado 80202

Attention: General Counsel

To Recipient:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Prohibited Persons. Recipient represents and warrants that: (a) it is not a Prohibited Person (defined below), (b) to Recipient's knowledge, none of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Agreement are Prohibited Persons, and (c) none of the funds or other assets, if any, to be transferred hereunder are the property of, or beneficially owned, directly or indirectly, by a Prohibited Person, nor are such funds or other assets the proceeds of any specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7). "Prohibited Person" means any of the following: (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"); (ii) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at its official website, <http://www/treas.gov/offices/enforcement/ofac>; (iv) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (v) a person or entity that is affiliated with any person or entity identified in subclause (i), (ii), (iii) and/or (iv) above.

10. Fees and Duties.

(a) The Recipient acknowledges and agrees that any compensation owed to the Recipient with respect to the Property shall be paid to it by its Client and not the Discloser or any broker or agent representing the Discloser (the "Agent").

(b) Upon the request of the Discloser or Agent, the Recipient agrees to perform certain duties to facilitate the sale of the Property, including, but not limited to, accompanying prospective purchasers on inspections of the Property, assisting Agent in assembling documents and feasibility studies, assisting Agent and the Owner Discloser the timely review of documents pertaining to the transaction, and assisting Agent in performing any of its obligations to Discloser.

11. Miscellaneous.

(a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their parents, affiliates, subsidiaries, entities in common control with, in control of or controlled

by the Parties, all personnel thereof and the Parties' respective successors or assigns of the Parties; provided, however, Recipient may not assign this Agreement or any right under this Agreement or delegate any duty under this Agreement without the prior written consent of Discloser (which may be given or withheld in Discloser's sole discretion).

(b) Governing Law. This Agreement and the obligations of the parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New York without reference to its conflict of laws rules.

(c) Attorneys' Fees. In the event of any dispute arising hereunder, the substantially prevailing party shall recover its reasonable attorneys' fees (including of in-house counsel and appeal), costs, and disbursements, including the cost of reasonable investigation, preparation, and professional consultation incurred in connection with such dispute.

(d) Relationship of the Parties. The relationship between the Parties is that of prospective transaction participants, and nothing contained in this Agreement shall make either party a partner, employee, joint venturer, dealer or franchisee of the other.

(e) No Waiver. No provision of this Agreement shall be deemed to have been waived, except if such waiver is contained in a written instrument executed by the Party against whom such waiver is to be enforced. No waiver by a Party of any term or condition of this Agreement shall constitute a waiver by such Party of any prior, concurrent or subsequent breach or default of the same or any other term or condition of this Agreement.

(f) Severability. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of the Agreement shall be valid and enforceable.

(g) Counterparts/Facsimile. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that signatures transmitted by facsimile shall be binding as if they were original signatures.

(h) Venue/Jurisdiction. Any action to enforce or interpret this Agreement shall be brought in a federal or state court of competent jurisdiction situated in New York, New York. Each party hereto hereby consents to jurisdiction and venue in such courts.

(i) Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

(j) Survival. Notwithstanding the return or destruction of the Materials, Recipient and its Representatives will continue to be bound by all of their obligations under this Agreement.

**IN WITNESS WHEREOF**, this Agreement is signed effective as of the date first above written.

**RECIPIENT:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**DISCLOSER:**

**BTC III RIVERPOINT INDUSTRIAL PARK LLC,**

a Delaware limited liability company

By: Build-To-Core Industrial Partnership III LLC,  
a Delaware limited liability company, its Sole Member

By: BCG BTC III Managing Member LLC,  
a Delaware limited liability company,  
its Investment Managing Member

By: \_\_\_\_\_

Name:

Title:

**JOINDER BY CLIENT**

By signing this Joinder the undersigned acknowledges and agrees that (a) it has received a reviewed a copy of the Agreement, and (b) it shall be bound by the terms of the Agreement as if it was the “Recipient” under the Agreement.

Client:

\_\_\_\_\_  
Name:

## Schedule 1

The undersigned sets forth the names, addresses and phone numbers of Recipients third party clients:

Name

Address

Phone Number