

## CONFIDENTIALITY AGREEMENT

The undersigned, \_\_\_\_\_, a(n) \_\_\_\_\_ (“**Recipient**”), on and as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”), hereby agrees, for the benefit of one or more entities affiliated with \_\_\_\_\_ (collectively, “**Transform**”), to all of the terms and conditions contained in this **CONFIDENTIALITY AGREEMENT** (this “**Agreement**”). Transform and Recipient may be collectively referred to in this Agreement as the “**Parties**” and each individually referred to as a “**Party**.”

### RECITALS

A. Transform is the owner, or lessee, as applicable, of that certain real property and all improvements thereon located as described on the last page of this Agreement (collectively, the “**Property**”).

B. Recipient desires to have access to certain Confidential Information (as defined below), for the purpose of conducting due diligence with respect thereto, in connection with certain discussions relating to a possible business transaction involving the Property (the “**Proposed Transaction**”) pursuant to a written agreement that may be negotiated between the parties (a “**Contract**”).

C. Transform is agreeable to allowing Recipient to have access to Confidential Information in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in exchange for receipt of said Confidential Information, which Recipient will receive after execution of this Agreement, and in consideration of the promises and negotiations contemplated by this Agreement, the receipt and sufficiency of which are acknowledged, Recipient promises, covenants, represents, and warrants to Transform as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated into this Agreement by reference.

2. **Confidential Information.** Recipient acknowledges, subject to the terms and conditions of this Agreement, that Transform may make or cause to be made available to Recipient, in Transform’s sole and absolute discretion, access to confidential materials and information. Without limiting the terms of any other confidentiality agreements entered into by or between Recipient and Transform (or any of Transform’s Affiliates), if any, Recipient agrees that any and all (collectively, all of the following, the “**Confidential Information**”) (i) terms of this Agreement and any and all drafts of this Agreement, if any, and all documents and instruments executed in connection therewith, (ii) terms of the Contract, if any, and any and all drafts of the Contract, if any, and all documents and instruments executed in connection therewith, and (iii) any information or materials provided or made available to or obtained (from whatever source) by Recipient or its representatives, whether written or oral, in any way related to or pertaining to Transform, Transform’s Affiliates, this Agreement, the Proposed Transaction, and/or the Property, including without limitation, any and all other electronic files and other documents provided by Transform in any electronic online data room. Notwithstanding the foregoing, the Parties agree that the term “Confidential Information” shall not include any material or information that (1) is or becomes generally available to the public other than as a direct or indirect result of a disclosure of any such information by Recipient or the Permitted Parties, (2) becomes available to Recipient or the Permitted Parties on a non-confidential basis from a source other than Transform or any of the Transform Parties (as defined below) and the source of such information was not bound by any contractual or other obligation of confidentiality to Transform or its Affiliates with respect to any of such information, or (3) any information that is developed by or on behalf of Recipient independently of the disclosure of Confidential Information, without reference to or use of the Confidential Information, and such can be proven by competent evidence.

3. **Use of Confidential Information.** Recipient acknowledges that the Confidential Information is strictly confidential, and such Confidential Information shall (a) be used solely for the purpose of evaluating the Proposed Transaction by Recipient and will not be used or duplicated for any other purpose, and (b) remain confidential and shall not be disclosed to any person, party or entity by Recipient or the Permitted Parties (as defined below) without the prior written consent of Transform, which consent may be withheld, conditioned, or delayed in Transform’s sole and absolute discretion, including, but not limited to, any federal, state and/or local governmental entity, except that Recipient may disclose the Confidential Information without Transform’s prior written consent, to Recipient’s respective employees, officers, attorneys, accountants, consultants, and financial advisors (collectively, the “**Permitted Parties**”) who (i) need to know of the Confidential Information in connection with the Proposed Transaction, (ii) are informed of the confidential nature of the Confidential Information, and (iii) are subject, as a result of their employment or engagement by the Recipient, to an

obligation no less restrictive in nature and scope than this Agreement, which prohibits such party from disclosing the Confidential Information furnished to them in connection with the Transaction in accordance with the terms of this Agreement. Without limiting the foregoing, Recipient agrees and acknowledges that no copies, summaries, abstracts or other reproductions of the Confidential Information, as applicable, shall be provided or disclosed by Recipient or the Permitted Parties to any person, party or entity. Recipient shall not have the right to make any commitments to any party that are in any way binding on Transform or the Property, and Recipient shall be responsible for any breach of this Agreement by any of its Permitted Parties. Notwithstanding any other provision of this Agreement, Recipient may disclose the Confidential Information to the extent required by applicable law. If Recipient is required in any civil or criminal legal proceeding, regulatory proceeding or any similar process to disclose any part of the Confidential Information, Recipient may only disclose such portion of Confidential Information as required by law and only after providing Transform with prompt written notice of such request so that Transform may seek an appropriate protective order or waive Recipient's compliance with the provisions of this Agreement.

4. **Term.** This Agreement shall remain in effect for a period of three (3) years following the date hereof, after which it automatically renews unless either party terminates this Agreement by providing at least 90 days prior written notice to the other party. Notwithstanding the foregoing, all rights and obligations created hereunder shall continue for a period of three (3) years from the date the applicable Confidential Information was last disclosed, unless otherwise provided in any Contract entered into between the parties hereto with respect to the Proposed Transaction, if any.

5. **Irreparable Harm.** If Recipient or the Permitted Parties breach (or threaten the breach of) the terms of this Agreement, Recipient acknowledges and agrees that (a) Recipient shall be liable and responsible for any breach of this Agreement by any of the Permitted Parties, and (b) Transform will be irreparably harmed, but that Transform's damages are difficult to calculate and, therefore, Transform shall be entitled to pursue an action for equitable relief, including, but not limited to, temporary or permanent injunctions, against any actual or threatened breach of the terms of this Agreement, in addition to all other rights and remedies available at law or in equity.

6. **Return of Confidential Information** Upon the earlier of the following: (a) Recipient or Transform elects not to proceed with the Proposed Transaction and upon written notice to the other party of the same; (b) the Contract, if any, is terminated for any reason; (c) Recipient (or any of the Permitted Parties) breaches any covenant, condition, or term of this Agreement; (d) after thirty (30) days after the Effective Date, a binding fully executed Contract has not been entered into between the Parties (or their Affiliates), or (e) upon written notice by Transform to Recipient terminating Recipient's rights hereunder for any reason, then Recipient will promptly deliver to Transform (or, at Recipient's option, destroy) all Confidential Information, and promptly certify to Transform, in writing, that all Confidential Information have been returned (or destroyed). The terms of this Section 6 shall survive termination of this Agreement.

7. **Indemnification.** Recipient agrees to and shall indemnify, protect, defend and hold harmless Transform, and any of its managers, members, officers, directors, employees, partners, agents, representatives, beneficiaries, attorneys, subsidiaries, Affiliates, contractors subcontractors, successors and assigns (collectively, the "**Transform Parties**") from and against any and all costs, liabilities, claims, demands, liens, expenses, damages, including attorneys' fees, losses, penalties, fines, interest or suits resulting from a breach of the terms and conditions of this Agreement by Recipient and/or any of the Permitted Parties. Notwithstanding this indemnity, Transform expressly reserves all rights Transform may have under the law to prosecute any claims or demands against Recipient and/or any of the Permitted Parties arising out of or related to a breach (or threatened breach) of the terms and conditions of this Agreement by Recipient and/or any of the Permitted Parties. This indemnity shall survive the termination of this Agreement. As used herein, (1) "**Affiliate(s)**" shall mean any individual, corporation, partnership, limited liability company, joint venture, or other entity, that, directly or indirectly through controls or is controlled by, or is under common control with the Recipient or Transform, as applicable.

8. **Disclaimers; Recipient's Examinations and Reliance.** RECIPIENT ACKNOWLEDGES THAT TRANSFORM MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING (i) THE TRUTH, ACCURACY OR COMPLETENESS OF ANY OF THE CONFIDENTIAL INFORMATION, (ii) WHETHER ANY OF THE CONFIDENTIAL INFORMATION REPRESENT ALL OF THE NECESSARY OR RELEVANT INFORMATION RELATING TO THE PROPERTY OR PROPOSED TRANSACTION, OR (iii) THE ENFORCEABILITY OR VALIDITY OF ANY OF THE CONFIDENTIAL INFORMATION. RECIPIENT ACKNOWLEDGES AND AGREES THAT THE CONFIDENTIAL INFORMATION IS PROVIDED TO RECIPIENT AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF THE CONFIDENTIAL INFORMATION SHALL BE AT THE SOLE RISK OF RECIPIENT AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF TRANSFORM OR THE

TRANSFORM PARTIES, AND RECIPIENT SHALL NOT HAVE ANY RIGHT TO RELY ON ANY SUCH CONFIDENTIAL INFORMATION. NEITHER TRANSFORM, NOR ANY AFFILIATE OF TRANSFORM SHALL HAVE ANY LIABILITY TO RECIPIENT FOR ANY INACCURACY, OR OMISSION, IN ANY OF THE CONFIDENTIAL INFORMATION. RECIPIENT ACKNOWLEDGES THAT THE CONFIDENTIAL INFORMATION PROVIDED BY TRANSFORM MAY NOT NECESSARILY REPRESENT ALL OF THE DOCUMENTATION AND INFORMATION IN EXISTENCE (OR IN TRANSFORM'S POSSESSION OR CONTROL) WITH RESPECT TO THE PROPERTY OR PROPOSED TRANSACTION AND TRANSFORM HAS NOT MADE (AND IS UNDER NO DUTY TO MAKE) ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY INFORMATION PROVIDED TO RECIPIENT. RECIPIENT WAIVES, RELEASES AND FORFEITS ANY AND ALL CLAIMS OF ANY KIND WHATSOEVER AGAINST TRANSFORM, THE TRANSFORM PARTIES, OR THIRD PARTIES ARISING OUT OF RECIPIENT'S USE OF THE CONFIDENTIAL INFORMATION. THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, AND IF APPLICABLE, THE TERMINATION AND/OR CLOSING UNDER THE CONTRACT.

9. **No Obligation to Contract; Survival of Obligations.** Recipient acknowledges that neither Recipient nor Transform has any obligation to enter into or execute the Contract as a result of this Agreement. Notwithstanding anything to the contrary herein, all obligations, commitments, and indemnifications by Recipient and the Permitted Parties specified in this Agreement shall survive the expiration or termination of this Agreement.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

11. **Voluntary Agreement; Interpretation; Business Day.** By executing this Agreement, Recipient acknowledges that it has had adequate time to consider and consult with legal counsel concerning the terms of this Agreement, and execute the same voluntarily. It has been negotiated and prepared by the parties, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party. When used in this Agreement, the term "**Business Day**" shall mean any calendar day except a Saturday, Sunday or federal holiday, and those days on which financial institutions in the State of Illinois are closed.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and any Party hereto may execute this Agreement by signing any such counterpart delivery of an executed signature page of this Agreement by any Party hereto by facsimile or .pdf transmission; and such facsimile or .pdf shall be binding on the delivering Party as if the original had been delivered.

13. **Binding Agreement; Entire Agreement; Modification.** This instrument shall bind and inure to the benefit of the respective heirs, executors, administrators, other personal and legal representatives, grantees, successors and assigns of the Parties hereto. This Agreement between Transform and Recipient contains the entire understanding and agreement between the Parties and supersedes all prior understandings and agreements between the Parties whether oral or written. This instrument may be modified only by a writing signed by all Parties.

14. **Notice.** Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto (a "**Notice**"), shall be in writing and shall be (a) transmitted by email (pdf or comparable format) (which, to be effective, must have the words "IMPORTANT LEGAL NOTICE - URGENT" written in all caps in the subject line of the e-mail) and be followed within one (1) Business Day by a nationally recognized overnight express courier, or (b) delivered personally and be followed within one (1) Business Day pursuant to clause (a) in this Section 14, or (c) sent by a nationally recognized overnight express courier and be followed within one (1) Business Day pursuant to clause (a) in this Section 14. All Notices shall be addressed to the parties at their respective addresses set forth below. All Notices shall be effective upon receipt if delivered personally, or one (1) Business Day after deposit with a nationally recognized overnight express courier, or immediately upon being sent by email transmission in accordance with the procedures described above. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Transform: Transform SR Holdings LLC  
5407 Trillium Blvd., Suite B120  
Hoffman Estates, Illinois 60192  
Attn: Joe David, DVP – Transactions  
Email: [Joe.David@transformco.com](mailto:Joe.David@transformco.com)

with a copy to: Transform SR Holdings LLC  
5407 Trillium Blvd., Suite B120  
Hoffman Estates, Illinois 60192  
Attn: Shweta Van Beveren, Deputy General Counsel  
Email: [shweta.vanbeveren@transformco.com](mailto:shweta.vanbeveren@transformco.com)

If to Recipient: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

15. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such ruling shall materially alter the economic effect of this Agreement.

16. **Representation.** Recipient represents and warrants that it does not need the consent of any other party or person to enter into this Agreement and that the person signing on behalf of Recipient is fully authorized to do so and to bind Recipient to the provisions of this Agreement.

17. **Assignment.** Recipient may not assign or otherwise transfer its rights or obligations under this Agreement, except with Transform’s prior written consent, and any such attempt to assign or transfer shall be of no force and effect.

18. **Exculpation.** Notwithstanding anything to the contrary contained in this Agreement, no officer, director, shareholder, employee, agent, manager, member or partner of Transform (or Transform’s Affiliates) or any officer, director, agent, advisor, representative, member, investor, manager, personal representative, trustee or employee of any such direct or indirect partner, member or shareholder) shall have any personal liability with respect to any of the obligations contained in this Agreement. No personal judgment shall be sought or obtained from any of the foregoing in connection with this Agreement. The provisions of this Section 18 shall survive the termination of this Agreement.

19. **No Waiver; Cumulative Remedies; No Third Party Beneficiaries.** The failure of any Party to insist, in any one or more instances, or the delay in insisting, upon the performance of any provision of this Agreement or to exercise any right hereunder, does not constitute an election of remedies or waiver, and the obligations of the Parties with respect to such future performance will continue in full force and effect. Except as otherwise provided in this Agreement, the remedies in this Agreement are cumulative with and not in lieu of other remedies available to a Party at law or in equity. Other than Transform Parties, this Agreement shall not be deemed to confer any rights to any other party (other than Recipient or any of the Permitted Parties) as a third party beneficiary or otherwise.

**IN WITNESS WHEREOF**, Recipient has executed this Confidentiality Agreement as of the Effective Date first above written.

**RECIPIENT:**

\_\_\_\_\_,  
a(n) \_\_\_\_\_

By:  
Title:  
Name:

**Property/Properties:**

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