

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into as of _____, 2024 (the "Effective Date"), by and between 670 Cap Partners, LTD, an Ohio limited liability company, having an address at 150 East Broad Street, Suite 800, Columbus, Ohio 43215 (the "Disclosing Party"), and _____, having an address at _____ (the "Receiving Party") for the review of financial, planning, branding, design, marketing, modeling, and other information, in connection with the evaluation of a potential transaction (the "Transaction") for the property commonly known as "The Cap at Union Station" and located at 565-600 N High Street, Columbus, OH 43215 (the "Property"), between Disclosing Party or its affiliates and the Receiving Party or its affiliates.

In connection with Receiving Party's request for such information, Disclosing Party has determined to permit Receiving Party to review it. Except as otherwise set forth herein, "Confidential Information" shall consist of any information delivered by Disclosing Party to Receiving Party or its Representatives, whether oral, written, or electronic, in connection with the Transaction whether or not marked confidential.

In consideration of the mutual agreements contained in this Agreement, the Receiving Party and Disclosing Party agree as follows:

1. Purpose. The Receiving Party agrees that its review and inspection of the Confidential Information shall be to conduct due diligence, on its own behalf and not as an agent, representative or broker of any undisclosed party, solely for the purpose of evaluating the Transaction. This Agreement is intended to allow the parties hereto to discuss the Confidential Information and evaluate the Transaction while protecting the Confidential Information against unauthorized or detrimental use or disclosure.

2. Confidential Information. Confidential Information shall not, however, include any information that: (i) is or becomes known to the Receiving Party or any of its affiliates, agents, consultants, employees, financial advisors, or representatives, financing sources and capital sources, including without limitation, attorneys and accountants (collectively, "Representatives") on a non-confidential basis from sources other than Disclosing Party not known to be subject to any confidentiality obligations; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or any of its Representatives; or (iii) is required to be disclosed by law or by regulatory or judicial process.

3. Non-Use and Nondisclosure. Receiving Party agrees not to use any Confidential Information for any purpose other than for the purpose described herein. Receiving Party further agrees not to disclose any Confidential Information to third parties without Disclosing Party's prior written consent. Notwithstanding the foregoing, Receiving Party may, without Disclosing Party's consent, disclose the Confidential Information to its Representatives who reasonably need to know such information in order to conduct the evaluation provided that such Representatives are made aware of and agree in writing to abide by the terms of this Agreement.

4. Return of Confidential Information. Receiving Party agrees that the Disclosing Party retains exclusive ownership of the Confidential Information. If, for any reason, the parties do not enter into a definitive written contract for the Transaction, Receiving Party shall, and shall ensure that all of the Representatives return to Disclosing Party or destroy all Confidential Information, without retaining any copy thereof (including, to the extent practicable, expunging all such Confidential Information from any computer, network, cloud storage, or other device containing any Confidential Information). Upon the request of Disclosing Party, Receiving Party shall deliver to Disclosing Party a certificate, executed by an officer of Receiving Party certifying that all Confidential Information, including all copies and records thereof, have either been returned to Disclosing Party or destroyed.

5. No Contact. Without the prior written consent of Disclosing Party, neither Receiving Party nor any Representative shall contact, or authorize any other person or entity to contact any other person or entity (including without limitation any accountant, attorney, appraiser, developer, managing or leasing agent, general manager or other employee of the Property or environmental consultant or engineering consultant) whose name is obtained from the Confidential Information or otherwise, with respect to the Property other than in the ordinary course of its business in matters unrelated to the evaluation of the Property. Any visit to the Property by Receiving Party or its Representatives must be coordinated through the Disclosing Party.

6. No Representations. The Receiving Party agrees to perform its own due diligence regarding the Transaction and understands that while the Disclosing Party will endeavor to include relevant information, it makes no representations or

warranties, express or implied and accepts no liability, as to the completeness, accuracy, and Receiving Party's use or reliance on any of the Confidential Information provided.

7. Remedies. Receiving Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Disclosing Party, entitling Disclosing Party to seek injunctive relief in addition to all legal remedies. Notwithstanding anything contained herein to the contrary, in no event shall Receiving Party be liable hereunder for punitive damages.

8. Not a Contract. Unless and until a definitive written agreement with respect to the Transaction has been executed by Disclosing Party and Receiving Party, Disclosing Party reserves the right to terminate negotiations and reject any proposal from Receiving Party for any reason. Any negotiation, due diligence investigations performed, or the expenditure of funds by Receiving Party will not be regarded as partial performance of a binding transaction agreement or create the right to assert claims or damages.

9. Amendment and Waiver. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Disclosing Party and Receiving Party. For purposes of this Agreement, delivery of a signature by facsimile or other electronic format shall be deemed the same as the delivery of an original signature.

10. Entire Agreement; Choice of Law. This Agreement represents the entire agreement between Receiving Party and Disclosing Party relating to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by the Receiving Party. This Agreement supersedes all other agreements, negotiations, and understandings relating to such matters which may have previously been executed by the Receiving Party in favor of Disclosing Party with respect to the Transaction. There are no additional terms, whether consistent or inconsistent, oral or written, which are intended to be part of the agreements, negotiations or understandings regarding the matters discussed herein which have not been incorporated into this Agreement, all such other agreements, negotiations, or understandings are expressly cancelled. This Agreement shall be governed by and construed under the laws of the State of Ohio, without regard to principles of conflicts of laws provision. Each of the parties hereto consents and submits to the exclusive jurisdiction and venue of the courts of the State of Ohio for the adjudication of any action or legal proceedings relating to or arising out of this Agreement.

11. Authority. All persons who sign this Agreement warrant they have the right and authority to obligate themselves and the business or persons they represent.

IN WITNESS WHEREOF, a duly authorized representative or agent of the parties hereto has executed this Agreement as of the Effective Date.

DISCLOSING PARTY:

670 Cap Partners, Ltd.
an Ohio limited liability company

By: _____
Franklin E. Kass, Manager

RECEIVING PARTY:

By: _____

Name: _____

Title: _____