

CONFIDENTIALITY AGREEMENT

Morrissey Crossing, Bloomington, IL (“PROPERTY”)

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is made as of this January 5, 2023 by and between **[INSERT COMPANY]** (“Recipient”) and GreatStreet Realty Partners, LLC (“GreatStreet”).

RECITALS

A. GreatStreet is herewith providing certain confidential information to Recipient (collectively, the information provided herewith and any other information concerning or relating to the Property, either oral or written, furnished to Recipient by GreatStreet, its employees, representatives or counsel at any time, is hereinafter referred to as the “Confidential Information”).

IN CONSIDERATION of GreatStreet’s delivery of the Confidential Information to Recipient, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENTS:

1. The Confidential Information shall not be disclosed or discussed with any person or party whatsoever (“Third Party”) other than GreatStreet, its representatives and counsel, and those necessary employees, representatives and counsel of Recipient which shall be reviewing the Confidential Information and making determinations there from regarding the proposed transaction. Recipient hereby acknowledges and agrees that any Confidential Information delivered to Recipient is given without representation or warranty of any kind. Confidential Information shall not include any information which is generally known to the public through no wrongful act of Recipient or its employees, representatives or counsel.

2. Recipient further agrees that it will not disclose, or permit the disclosure of, Confidential Information received from GreatStreet or any employee, representative or counsel of GreatStreet, or contents thereof, to anyone other than management officials of Recipient who are part of the group-making decisions regarding the transactions contemplated between GreatStreet and Recipient, or other employees directly advising that group with respect to such decisions, without obtaining the prior written consent of GreatStreet or its counsel. Recipient is not authorized to waive any privilege, work product or confidentiality protection applicable to the Confidential Information received from GreatStreet, its representatives or counsel, without the express consent of GreatStreet or its counsel.

3. If a person or entity other than the parties to this Agreement requests or demands, by subpoena or other legal process, Confidential Information received from Recipient, Recipient will promptly notify GreatStreet. All reasonable steps will be taken by Recipient to assert all applicable non-disclosure rights with regard to said Confidential Information, in the absence of an express written waiver of applicable non-disclosure rights on the part of GreatStreet. If, despite the assertion of applicable rights, including (where legally appropriate) formal challenge before a tribunal with orders of power to order production, or non-production, Recipient is required by any judicial, law enforcement or regulatory authority to disclose such Confidential Information, Recipient may make such disclosure and such disclosure shall not constitute a breach of this Agreement.

4. All information received from GreatStreet, its representatives and counsel, and any other person retained to assist GreatStreet, by Recipient or any of its employees, representatives or counsel shall be presumed to be and shall be treated as Confidential Information within the meaning of this Agreement, irrespective of whether such information has been expressly identified as “privileged” or “confidential.”

5. In the event that a definitive agreement has not been executed between GreatStreet and Recipient with respect to the transaction contemplated at the time of delivery of the Confidential Information within thirty (30) days after the date hereof, then Recipient shall, immediately upon request by GreatStreet, deliver to GreatStreet all Confidential Information received from GreatStreet, along with all copies made by Recipient and its representatives and counsel and an affidavit certifying compliance with this paragraph. Return of the Confidential Information shall in no event relieve Recipient of any obligation under this Agreement with respect to retaining the confidentiality of the Confidential Information.

6. All Confidential Information by GreatStreet with Recipient pursuant to this Agreement shall be used solely to assess the suitability of the Property for Recipient's intended use and for no other purpose whatsoever.

7. Any modifications to this Agreement must be in writing and signed by all parties. This Agreement may be executed by separate counterpart signature pages, but all such counterparts shall be deemed to have been executed as of the date hereof. This Agreement may be executed and delivered by facsimile transmission and upon delivery thereby shall be valid and enforceable. This Agreement shall be binding upon any signatory hereto and its successors and assigns. Each of the undersigned parties represents that it is fully authorized to enter into the terms and conditions of and execute this Agreement. The parties agree that the rights privileges and interests intended to be protected by this Agreement are unique and any violation of this Agreement would result in irreparable harm and injury to the other parties. The parties specifically agree that the terms of this Agreement may be enforced through appropriate injunctive relief or other equitable relief. This Agreement shall be governed by the United States common laws applied in the Federal Courts of the United States in matters as to which state law of the State of Illinois does not supply the rule of decision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RECIPIENT

By: _____

Name: _____

Title: _____

GreatStreet Realty Partners, LLC

By: _____

Name: _____

Title: _____