



**SIGNATURE
ASSOCIATES**

One Towne Square, Suite 1200
Southfield, MI 48076

1 (248) 948 9000
www.signatureassociates.com

INSTRUCTIONS FOR CONFIDENTIALITY AGREEMENT AGREEMENT

Please sign and date the Confidentiality Agreement and return to:
[**aeres@signatureassociates.com**](mailto:aeres@signatureassociates.com).

Upon receipt of the signed Confidentiality Agreement, you will be receiving the Offering Memorandum via email.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In connection with the Proposed Sale ("Proposed Sale") of the Property known as Woodward Willis Building ("Property"), Signature Associates ("Listing Broker"), on behalf of MID-CITY PROPERTIES LLC ("Seller"), is delivering to the Accepting Party signing the agreement below certain information which is confidential and/or proprietary in nature (collectively, "Evaluation Material"). By entering into this Confidentiality Agreement (this "Agreement") and accepting the Evaluation Material, Accepting Party agrees as follows:

Seller is willing to provide Accepting Party with certain information and documents related to the Property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises set forth herein and Seller's delivery of Confidential Information to Accepting Party, Accepting Party agrees as follows:

1. **Definition of Confidential Information.** "Confidential Information" shall mean all written and oral information shared by Seller or by Seller's agents, including but not limited to Signature Associates, Inc., with Accepting Party with respect to the Property.

2. **Confidentiality and Non-Use.** Accepting Party agrees that it shall:

- a. hold confidential (and cause its officers, directors, members, managers, investors, employees, affiliates, accountants, real estate brokers, counsel and other representatives and agents to hold confidential) all Confidential Information and not disclose any Confidential Information without the prior written consent of Seller to any person or entity other than those employees or agents of Accepting Party who (1) are actively and directly participating in the evaluation of the Property and (2) have entered into confidentiality agreements with Accepting Party providing comparable substantive confidentiality and non-use protection for the Confidential Information as set forth herein; and
- b. use such Confidential Information only for the purposes of evaluating the Property and for no other purposes whatsoever, except with the prior written consent of Seller; and
- c. upon any termination of negotiations for the sale of the Property to Accepting Party, return to Seller or destroy all documents (and copies thereof) containing Confidential Information within Accepting Party's possession or control.

3. **Exceptions to the Confidentiality and Non-Use Obligations.** The obligations imposed by Section 2 hereof shall not apply, or shall cease to apply, to any Confidential Information if or when, but only to the extent that, such Confidential Information:

- a. was known to Accepting Party prior to the receipt of the Confidential Information;
- b. is independently developed by Accepting Party, as evidenced by the written records thereof;
- c. is required in writing by any court order; or
- d. is already part of the public domain or disclosed by a third party unrelated to the Accepting Party.

4. **No Further Agreements Hereunder.** Accepting Party and Seller shall not be under any obligation to enter into any further agreements with the other party or its parents, subsidiaries or affiliates of any nature whatsoever as a result of this Agreement. Each party hereto reserves the right, in its sole discretion, to decline to make, to retract or to reject at any time any proposal which has not yet become legally binding by execution of a written agreement between the parties with respect thereto with respect to any further agreements or business arrangements with the other party hereto, its parents, subsidiaries or affiliates and to terminate all further discussions and negotiations.

5. **Effective Date.** This Agreement shall be effective retroactive to the date that the parties first began discussions regarding the Property and shall continue in force until the execution of a binding purchase agreement for the Property or the termination of negotiations for such purchase agreement, unless agreed otherwise by the parties in writing.

6. **Duration of Obligations.** The obligations not to use or disclose, and to return or destroy, Confidential Information disclosed shall continue to be treated as Confidential Information indefinitely until such time as Section 3 applies thereto.

7. **Entire Agreement.** This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements and understandings between the parties relating to the subject matter hereof. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

8. **Waivers; Amendments; Assignment.** This Agreement may not be modified, amended or waived except by a written instrument duly executed by both parties. This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement shall be binding on, and inure to the benefit of, the respective successors of the parties thereto.

9. **Governing Law; Disputes.** This Agreement is made subject to and shall be construed under the laws of the State of Michigan. The parties agree that the state and federal courts situated in the State of Michigan shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement, the Confidential Information or the potential transactions under discussion by the parties hereto, with each party irrevocably consenting to the jurisdiction thereof for any actions, suits or proceedings arising out of or relating to this Agreement, the Confidential Information or the potential transactions under discussion by the parties hereto and each party irrevocably waives its rights to jury trials with respect thereto. In the event of any litigation hereunder, the prevailing party shall be entitled to costs and reasonable attorneys fees.

10. **Breach.** Accepting Party acknowledges and agrees that Seller will be irreparably harmed by any disclosure or use of the Confidential Information in violation of the terms hereof and that in the event of any breach of the provisions of this Agreement, Seller shall be entitled to equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available to Seller with respect thereto at law or in equity.

11. **No Reliance.** Accepting Party expressly agrees that Seller is furnishing copies of the Confidential Information to Accepting Party for informational purposes only and without representation or warranty as to the accuracy or completeness of the contents of such materials. Accepting Party covenants and agrees that it shall not be entitled to rely on such documents and information.

12. **Broker.** If Accepting Party is a Broker, Accepting Party agrees not to divulge any confidential information or release any Evaluation Material to prospective Purchasers unless and until such prospective Purchasers sign a duplicate of this Agreement, agreeing to all the terms and conditions set forth herein, and such signed Agreement is delivered to Listing Broker.

The Accepting Party's signature below indicates the Accepting Party's acceptance of the foregoing terms and provisions:

ACCEPTING PARTY:

(Please print name of Accepting Party)

By: _____

Name: _____

Its: _____

Date: _____