

CONFIDENTIALITY AGREEMENT

UPTOWN DISTRICT

This Confidentiality Agreement (this “*Agreement*”) is made and entered into this ___ day of _____, 20__ by _____ (“*Purchaser*”) in favor of AJAPPJR, LLC an Ohio limited liability company (“*Seller*”).

W I T N E S S E T H:

WHEREAS, Purchaser and Seller desire to consider a business arrangement or transaction (“*Proposed Transaction*”); and

WHEREAS, Purchaser requires certain confidential information concerning Seller and certain property (**Uptown District**) owned by Seller located on Euclid Avenue, Cleveland, OH detailed in Exhibit A (collectively, the “*Property*”) for the purpose of evaluating such Proposed Transaction; and

WHEREAS, Seller is agreeable to supplying certain information to Purchaser subject to the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

- 1) Purchaser shall hold in confidence all data, summaries, leases, rent rolls, documents, files and other information (whether in electronic, paper or other form) relating to Seller or the Property, including all analyses, compilations, studies or documents or other materials prepared by Purchaser or its agents related to the Property, Seller or the Proposed Transaction (“*Confidential Information*”) received from Seller in connection with the Proposed Transaction. Purchaser shall inform each of its employees, agents and representatives that receive any Confidential Information or is granted access to the Property of the requirements of this Agreement and shall require that each such employee, agent or representative comply with all requirements of this Agreement (“*Requirements*”). Purchaser shall limit distribution of such information solely to those persons who, in Purchaser’s sole discretion, must be involved in the analysis of the Proposed Transaction and have agreed to hold the Confidential Information in confidence pursuant to the Requirements of this Agreement. Purchaser shall prevent disclosure of the Confidential Information to others (including, but not limited to, lenders of Purchaser and any affiliate of Purchaser, any prospective client and any affiliate of the foregoing, and to any other third party from whom disclosure to any of the foregoing including such affiliate is likely or foreseeable) by Purchaser and its employees, agents, principals, contractors, affiliates and others within Purchaser’ control (collectively, “*Representatives*”) until such time, if any, that a transaction between AJAJPPR and Purchaser is consummated. Notwithstanding the foregoing, Purchaser shall be entitled to disclose the Confidential Information to its attorneys and accountants so long as such parties agree in writing to be bound by the confidentiality provisions hereof. If the Proposed Transaction is not consummated, Purchaser agrees that it will, at the direction of Seller, either return all such Confidential Information to Seller or destroy the same (and confirm such destruction in writing). Purchaser further agrees that it will, at the direction of Seller, permanently delete all computer files and destroy such analyses, compilations, studies or documents prepared by Purchaser, which contain or otherwise reflect such information. Purchaser further acknowledges and agrees that any and all such Confidential Information shall be used solely for the purpose of evaluating the Proposed Transaction and shall not be used for any other purpose, including without limitation, for purposes of soliciting, initiating discussions or negotiating or otherwise contacting current

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commercial tenants of Seller throughout the term of this Agreement and for a period of thirty-six (36) months after the termination of this Agreement, unless the parties otherwise agree and/or consummate and close upon the Proposed Transaction.

The Confidential Information shall remain the property of Seller. Seller makes no representation or warranty, express or implied or otherwise as to the accuracy, completeness or performance of the Confidential Information. If a transaction related to the Projects is not consummated between Seller and Purchaser (as may be determined and/or declared in writing by Seller to Purchaser), then any written or other tangible disclosure comprising the Confidential Information shall be returned to Seller and Purchaser further agrees that it will not thereafter disclose all or any portion of the Confidential Information or use it in any manner whatsoever whether for Purchaser's own benefit or for the benefit of any third party, except to the extent that such disclosure and/or use is authorized in writing by Seller.

- 2) Purchaser acknowledges and agrees that Seller would suffer irreparable loss and damage if Purchaser should breach or violate any of the provisions contained in this Agreement. In the event Purchaser or any of its agents or representatives fail in any respect to comply with Purchaser's or such party's obligations under this Agreement, the Purchaser shall be liable to Seller for breach of this Agreement and Seller may pursue any available remedy at law or in equity. No forbearance, failure or delay in exercising any right, power or remedy shall operate as a waiver thereof or preclude its further exercise. Purchaser further acknowledges and agrees that each of the terms contained herein is reasonably necessary to protect and preserve the business and the assets of Seller. Purchaser therefore agrees and consents that in addition to any other remedies available to Seller shall be entitled to injunctive relief to remedy a breach or contemplated breach by Purchaser of any of the terms of this Agreement.
- 3) This Agreement shall be and is for the express benefit of Seller and any successors and assigns thereto.
- 4) Without modifying or minimizing any other obligation of confidentiality as herein provided, Purchaser further acknowledges and agrees that, unless it first obtains Seller's prior written consent to so act, Purchaser shall not issue, circulate or otherwise release to a third party any (i) press release or other media release; (ii) marketing or promotional material; or (iii) other public disclosure of, about, or relating to Seller, the Proposed Transaction, this Agreement and/or the Confidential Information.
- 5) Purchaser acknowledges that Seller nor any agent or representative thereof, has made nor hereby does make, any representation or warranty to Purchaser as to the accuracy or completeness of the Property or the Confidential Information. Purchaser further agrees that Seller will not have any liability as a result of Purchaser's use of the Confidential Information and that Purchaser will perform its' own studies and is responsible, for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, on which Purchaser intends to rely and as it deems necessary or desirable to make its investment decision.
- 6) The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions to the extent enforceable shall nevertheless be binding and enforceable.
- 7) The waiver by one party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the other party.

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- 8) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event that either party commences litigation to enforce or protect their right under this Agreement, said litigation shall be brought in a court of competent jurisdiction in Cuyahoga County, Ohio. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees relating to such litigation, in addition to all other available relief as may be provided herein.
- 9) Any and all of Seller's affiliates shall be deemed to be third-party beneficiaries of and to this Agreement. Each person signing this Agreement on behalf of Purchaser represents to Seller that such person is authorized to execute this Agreement without the necessity of obtaining any other signature, that this Agreement has been properly authorized and that this Agreement is fully binding on Purchaser.
- 10) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument. This Agreement may be delivered by any party hereto by facsimile, email or other electronic means, and the signature of a party on any facsimile or electronic counterpart of this Agreement shall be as binding upon such party and their heirs, successors and assigns as if such party had delivered a counterpart with his, her or its original signature affixed thereto. This Agreement may not be amended except by a writing signed by both parties.

IN WITNESS WHEREOF, the purchaser has executed this Confidentiality Agreement the day and year first above written.

By: _____
(Name)

Its: _____
(Title)

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**EXHIBIT A
Uptown District Assets**

Address	APN	ACREAGE	Ownership Name	Square Footage
11401 EUCLID AVE	120-28-043	1.46	AJAPPJR UPTOWN II LLC	119,895
11435 EUCLID AVE	120-28-034	2	AJAPPJR UPTOWN LLC	96,364
11601 EUCLID AVE	120-23-078	0.38	UPTOWN THREE L. P	51,565
11601 EUCLID AVE	120-23-079	0.21	UPTOWN THREE L. P	43,666
11611 EUCLID AVE	120-23-077	0.24	UPTOWN THREE L. P	36,909
11440 EUCLID AVE	120-29-025	0.54	AJAPPJR UPTOWN LLC	74,496
11580 EUCLID AVE	120-29-019	0.28	AJAPPJR UPTOWN LLC	