Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (**"Agreement"**) is made and entered into as of this _____ day of _____, 2026, by and between Jonna Group of Colliers International Detroit LLC (**"Colliers"**), and

_____ (**"Requesting Party"**).

Recitals

A. Requesting Party desires to explore and discuss a possible business transaction regarding the real property and improvements more commonly known as:

   325 N Old Woodward Ave. Birmingham, MI 48009 (the "**Property**").

B. Requesting Party desires to obtain various Confidential Information (as such term is defined in Section 1 hereof) from Colliers, the Seller's listing agent for the Property, and to review, study and use the Confidential Information for the sole purpose of investigating, evaluating and thereafter possibly proceeding with a transaction involving the Property (the **"Possible Transaction"**).

C. Colliers and Requesting Party have reached certain agreements and understandings as to the conditions under which Colliers will provide the Confidential Information to Requesting Party, and now desire to set forth such agreements and understandings in this Agreement.

Agreements

Now, therefore, for and in consideration of the foregoing Recitals, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Confidential Information; Exclusions. **"Confidential Information"** means all information, documents and other materials provided or disclosed to Requesting Party or ascertained through due diligence investigation or discussions with or among representatives of the parties or their affiliates relating to the Possible Transaction, whether pertaining to the Seller, the Property or otherwise, including, without limitation, financial information, tenant information, rent rolls, leases, plans and specifications for any improvements located on the Property, environmental assessments and reports, marketing, technical, engineering, operational or data of any nature whatsoever relating to the future, present or past business, operations, plans or assets of the Seller, and other general due diligence information pertaining to the Property. In addition, the term "Confidential Information" also shall include all information, data, reports, analyses, computations, studies, interpretations, projections, forecasts, records, notes, memoranda, summaries or other materials in whatever form maintained, whether documentary, computerized or otherwise, whether prepared by Requesting Party or its Permitted Recipients (as defined below) or others, that contain or otherwise reflect or are based upon, in whole or in part, any such Confidential Information or that reflect Requesting Party's review of, or interest in, all or any portion of the Seller or Property. However, anything in this Section 1 or elsewhere in this Agreement to the contrary notwithstanding, the Confidential Information does not include any of the following:

   a) any information, documents or other materials which are or become available in the public domain, other than due to a breach by Requesting Party or any Permitted Recipient of any of Requesting Party's obligations under this Agreement; or

b) any information, documents, or other materials that Requesting Party demonstrates was legally in its possession prior to disclosure by or on behalf of Colliers.

2. Non-Disclosure. The Requesting Party shall maintain the confidentiality of all Confidential Information, and except as otherwise expressly permitted in Section 3 below, shall not, without the Seller's prior written consent, disclose to any third party, firm, corporation, or entity such Confidential Information. Further, the Confidential Information only shall be used for the purpose of evaluating the Possible Transaction. Without limiting the generality of the preceding sentence, the Requesting Party shall not use any of the Confidential Information, including, without limitation, any tenant, pricing, marketing, financial or other information comprising part of the Confidential Information to compete with the Seller in any business, market, or any segment thereof, in which the Seller conducts business or in any other manner detrimental to the Seller or the Property. In particular, neither the Requesting Party nor any affiliate, shall: (i) divert or attempt to divert any business, tenants or customers of the Seller or Property, or their respective affiliates; (ii) employ or attempt to employ or divert any employee of the Seller or Property or their respective affiliates; (iii) contact, either directly or indirectly, any current or prospective tenant or vendor of the Seller or Property, or any of their respective employees, agents or representatives, for any reason pertaining to the Seller or Property without the prior written consent of the Seller; and (iv) contact, either directly or indirectly, any financial institution with which the Seller or any of its affiliates does business for any information concerning the Seller or Property without the Seller's prior written consent. In addition, the Requesting Party shall not make any disclosure (a) that the Requesting Party and the Seller or Colliers are having or have had discussions, or that the Requesting Party has received Confidential Information from Colliers concerning a Possible Transaction, (b) that the Requesting Party and Seller are considering a Possible Transaction or (c) concerning any discussions related to a Possible Transaction, including the status thereof, any termination thereof, any decision on the part of the Requesting Party to no longer consider any such Possible Transaction or any of the terms, conditions or other facts with respect thereto.

3. Permitted Disclosure. The Requesting Party may disclose the Confidential Information: (i) to those of Requesting Party's consultants, attorneys, accountants, brokers, contractors, agents, employees and other representatives who are involved in Requesting Party's investigation and evaluation of the Property and the Possible Transaction (collectively, **"Permitted Recipients"**) so long as each such Permitted Recipient is advised of the confidential nature of the Confidential Information and its obligation to maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement, and to not disclose the Confidential Information to other third parties who are not Permitted Recipients; and (ii) to the extent required by law as evidenced by a legally issued subpoena or order of a court or other tribunal of competent jurisdiction; provided, however, following the issuance of any such subpoena or order, the Requesting Party will notify Seller of the issuance thereof in order to allow Seller, at its sole cost and expense, to contest such subpoena or order, and the Requesting Party shall not produce or disclose such Confidential Information pursuant to such subpoena or court order unless authorized by Seller, or Seller do not contest such subpoena or order, or Seller do not prevail in such contest. In the event of Requesting Party's breach of its obligations under this Agreement or a breach by any Permitted Recipient of the obligation to maintain confidentiality as provided herein (including, without limitation, all obligations under Sections 2, 3 and 4 hereof), Requesting Party will be liable for any damages which may result from such a breach.

4. Return of Confidential Information. In the event the Requesting Party or an affiliate does not enter into an agreement with Seller with respect to the Possible Transaction, or thereafter does not close on the Possible Transaction pursuant to such agreement, or if either the Requesting Party or Seller terminates discussions and/or negotiations regarding the Possible Transaction, or if the Requesting Party elects not to commence discussions with the Seller regarding a Possible Transaction, the Requesting Party shall upon written request from Seller or Colliers promptly return the Confidential Information to Colliers together with copies of all reports, designs,

drawings, financial analyses and other information in its possession or control concerning the Possible Transaction, or, at Colliers' request, Requesting Party shall destroy such Confidential Information and certify to Seller and Colliers that such destruction is complete. The obligation of the Requesting Party and its Permitted Recipients to maintain the Confidential Information as strictly confidential shall survive each of the foregoing events and occurrences for a period of three (3) years after the date hereof. Notwithstanding any obligation to return the Confidential Information, the parties acknowledge that certain Confidential Information that is or becomes included in electronic media, computers or word processors cannot be expunged. In addition, the parties agree that Requesting Party may retain a copy of the Confidential Information in its legal files for defense, compliance and/or regulatory purposes provided such Confidential Information is maintained confidential in accordance with the terms of this Agreement.

5. No Representations. Neither the Seller nor Colliers or their respective members, managers, officers, directors, or employees, is making any representations or warranties whatsoever concerning, and is not assuming any liability or responsibility for, the accuracy or content of the Confidential Information.

6. Definitive Agreement. Unless and until a final definitive agreement regarding the Possible Transaction has been executed and delivered, neither Seller nor the Requesting Party will be under any legal obligation of any kind whatsoever with respect to the Possible Transaction, except for the matters set forth in this Agreement, which are and shall remain binding on the parties.

7. Remedies. It is understood that any violation of this Agreement by the Requesting Party or any Permitted Recipient will cause irreparable harm to the Seller, and that money damages alone would not be a sufficient remedy for any breach of this Agreement by the Requesting Party or any Permitted Recipient. In addition to any other remedies available to the Seller, it is agreed that the Seller shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by the Requesting Party or any Permitted Recipient of this Agreement but shall be in addition to all other remedies available at law or equity to Seller.

8. Requests for Information. All requests for Confidential Information by Requesting Party from Colliers shall be made to, and all other communications with Colliers shall be conducted through, the Colliers Representative (defined below). Other than the Colliers Representative, the Requested Party shall not contact or initiate contact at any time with anyone associated with Colliers or the Seller without the approval of the Colliers Representative. For purposes hereof, the Colliers Representative is **Simon Jonna.**

9. Governing Law. This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Michigan. Each of the parties hereby irrevocably and unconditionally: (a) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment, to the exclusive jurisdiction of any Federal or State courts located in the State of Michigan; (b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (c) agrees that service of process in any such action or proceeding may be effected by mailing a copy by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it at its address set forth above or at such other address as the intended recipient shall have been notified in writing; and (d) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by law. Both parties agree to waive trial by jury in any action, proceeding or claim brought by or on

behalf of either party with respect to this Agreement.

10. Miscellaneous. The invalidity or unenforceability of any provision of this Agreement or the invalidity or unenforceability of any provision of this Agreement as applied to a particular occurrence or circumstance shall not affect the validity or enforceability of any other provision of this Agreement or the applicability of such provision as the case may be. This Agreement shall inure to the benefit of and may be enforced by the parties hereto and the Seller, and their successors and permitted assigns and shall be binding on the parties, and their partners, affiliates, consultants, counsel, auditors, agents, representatives, and successors in interest. A signed copy of this letter delivered by telecopier, or email shall be binding on the parties.

11. Brokerage. The Jonna Group of Colliers International Detroit, LLC is the sole broker in this transaction representing the seller in a potential transaction for the subject property. No other brokers, agents, or affiliates have claim to seller commissions other than the Jonna Group of Colliers International Detroit, LLC. Buyer to compensate commissions to buyers broker.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

REQUESTING PARTY:

By: _____
Broker Name

_____
Broker Company

By: _____
Principal Signature

_____
Principal Name (Print)

_____
Principal Email

_____
Principal Phone

Date: _____