



## Confidentiality Agreement

Emmis Corporation  
One Emmis Plaza, 40 Monument Circle, Suite 700  
Indianapolis, IN 46204

Cushman & Wakefield U.S., Inc. ("Broker") has been retained by **Client** ("Owner") to represent the offering of its property located at **40 Monument Circle, Indianapolis, IN 46204** ("Property").

Owner and Broker are prepared to furnish you with certain material, data and information (the "Evaluation Material") in connection with discussions and negotiations concerning a possible transaction involving the Property only on the condition you treat such Evaluation Material confidentially as detailed below and confirm certain representations to us. Therefore, to induce Owner to release, and authorize Broker to release, the Evaluation Material and as a prerequisite to Owner and/or Broker furnishing to you the Evaluation Material, you hereby represent and agree as follows:

1. The Evaluation Material furnished to you will be used by you solely for evaluating a possible transaction exclusively for you. Therefore, you agree to keep all Evaluation Material strictly confidential; provided however, any such Evaluation Material may be disclosed to your directors, officers, employees, lawyers, accountants and lenders ("Representatives") who need to know such information for the purpose of assisting you with the evaluation of the Property. Such Representatives shall be informed by you of the confidential nature of such information, shall be directed by you to treat such information with strict confidence and shall agree to be bound by the provisions of this agreement. You are liable for any Representative's breach of this agreement.

You will not, and will cause your Representatives to not, copy or duplicate the Evaluation Material (except you may copy Evaluation Material for your Representatives). You will immediately return, and will cause your Representatives to immediately return, the Evaluation Material to the entity from which you received such Evaluation Material (Owner or Broker, as appropriate) promptly if you decide not to go forward with discussions or if return is requested by Owner or Broker. You agree Owner has no adequate remedy at law if you violate any of the terms of this agreement. In such event, Owner will have the right, in addition to any other right Owner may have, to seek injunctive relief to restrain any breach or threatened breach by you or your Representatives of this agreement and you shall be responsible for all attorney's fees.

2. Although Owner and Broker have endeavored, for your convenience, to include in the Evaluation Material information we believe to be relevant for the purpose of evaluation of the Property for possible purchase, you understand and acknowledge neither Owner nor Broker makes and/or has made any representation or warranty as to the accuracy or completeness of the Evaluation Material and has made no attempt to verify the data contained therein. You agree Owner and Broker will not have any liability to you as a result of your use of the Evaluation Material and it is understood you are expected to perform your own studies and are responsible for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, as you deem necessary or desirable and as permitted by agreement.
3. You have been advised Broker is acting on behalf of the Owner as sole and exclusive agent in connection with the sale of the Property.

If you have no further interest in the Property, please return the Evaluation Material and all other materials furnished to you forthwith and continue to abide by provisions herein.

\_\_\_\_\_  
Principal Name Printed

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Principal Name Signed

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

Please return this form to:

\_\_\_\_\_  
City/State/Zip

Rebecca Wells, CCIM  
Cushman & Wakefield  
Phone: 317.716.7305  
[rebecca.wells@cushwake.com](mailto:rebecca.wells@cushwake.com)

\_\_\_\_\_  
Email Address