

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT and NONDISCLOSURE AGREEMENT (this "**Agreement**") is made as of the \_\_\_\_ day of April 2024, between H&E PROPERTIES, L.L.C. ("**Seller**"), and \_\_\_\_\_, as Reviewer (the "**Reviewer**").

### RECITALS

Seller is allowing the Reviewer to review certain proprietary information pertaining to the property and improvements thereon commonly known as **3338 – 3350 Highland Rd., Baton Rouge, LA 70802** (the "Property") for the sole purpose of allowing Reviewer to determine whether Reviewer wishes to make an offer to purchase the Property. Reviewer agrees that the information may be used for no other purpose except as otherwise stated below.

In connection therewith, Seller has agreed to permit the Reviewer to review and inspect certain non-public documents, files and other information relating to the Property, which nonpublic information (the "Evaluation Material") may include economic, commercial, marketing, and financial information that is confidential and/or proprietary in nature. Therefore, Seller has required the Reviewer to execute and deliver this Agreement as a condition to any right to review and inspect the Evaluation Material. For purposes of this Agreement, "Evaluation Material" does not include information which (a) at the time of disclosure or thereafter is generally available to the public (other than as a result of a disclosure by Reviewer or its Representatives (as defined below) in violation of the terms hereof); (b) is or becomes available to Reviewer on a non-confidential basis from a source other than Seller, provided that, to Reviewer's knowledge, such source was not prohibited from disclosing such information to Reviewer by a legal, contractual or fiduciary obligation owed to Seller; (c) is already in Reviewer's possession prior to the date hereof; or (d) is or becomes independently developed by Reviewer or its Representatives without use of or reference to the Evaluation Material. In consideration of being granted the opportunity to review and inspect the Evaluation Material, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

**Section 1.**     **Purpose.** The Reviewer agrees that its review and inspection of the Evaluation Material shall be solely to conduct due diligence for itself (and not as an agent, representative of any undisclosed party), for the sole purpose of allowing Reviewer to deduce the potential value of the Property.

**Section 2.**     **Non-Disclosure and Use of Evaluation Material.**

(a)     The Reviewer agrees that, except as set forth below, all Evaluation Material shall be used by the Reviewer solely for the purpose stated above. The Reviewer further agrees not to disclose any of the Evaluation Material, to any third party other than its Representatives (as defined below), without the prior written consent of Seller.

(b)     Any of the Evaluation Material that is required to be disclosed by law or by regulatory or judicial process may be disclosed without the Reviewer being in breach of its

obligations under this Agreement. The Reviewer will provide Seller written notice at the address provided herein (to the extent not prohibited by law) so as to enable Seller at its sole expense, to take action to seek a protective order or other appropriate remedy to ensure confidential treatment of the Evaluation Material. The Reviewer agrees to furnish only that portion of the Evaluation Material as is legally required and agrees to cooperate with Seller on a reasonable basis in its efforts to obtain a protective order.

(c) Notwithstanding the foregoing, Reviewer may disclose the Evaluation Material to its directors, officers, employees, agents, attorneys and affiliates (collectively, “**Representatives**”) who need to know such information for purposes of evaluating the potential purchase transaction, it being agreed that Reviewer shall make each such Representative aware of the confidential nature of the Evaluation Material and shall require each such Representative to treat such Evaluation Material confidentially in accordance with this Agreement.

**Section 3. Review of Evaluation Material.** The Evaluation Material will be made available for review by the Reviewer and its Representatives by means of an internet-based document database accessible by a secured password limited to Reviewer and those Representatives designated by Reviewer in writing to be provided access to such database to review the Evaluation Material.

**Section 4. Return or Destruction of Evaluation Material.** Upon written demand by SELLER or upon termination of the Agreement, the Reviewer agrees to promptly return or destroy and certify to its destruction all handwritten summaries, notes, or self-generated computer records of any items of Evaluation Material previously delivered to Reviewer or provided by the Reviewer to any Representative. Notwithstanding the foregoing, with regard to information in electronic form which is difficult to extract, Reviewer will retain such information and continue to treat it in accordance with the terms of this Agreement. All of the Reviewer's obligations hereunder and all of SELLER'S rights and remedies hereunder shall survive any return or destruction of the information.

**Section 5. Reliance on Third Party Reports and Other Evaluation Material.**

(a) The Reviewer acknowledges and agrees that Seller makes no warranties or representations, whether express or implied, in fact or in law, with respect to the content, accuracy or completeness of any of the Evaluation Material, unless expressly set forth in a separate agreement. Unless otherwise expressly provided therein, all Evaluation Material has been prepared for use solely and exclusively by Seller. Such Evaluation Material is provided for information purposes only. Seller has not directed the manner or method any such firm or other person utilized in performing its work or producing its report or other Evaluation Material, and the Reviewer will make its own independent determination as to the adequacy or correctness thereof or the assumptions used, and conclusions reached therein.

(b) With respect to the Evaluation Material, the Reviewer shall have no recourse against Seller or its members, managers, partners, officers, trustees, employees, agents, real estate broker, advisors, counsel, or other representatives, including the preparers of the Evaluation Material, in the event of any errors therein or omissions therefrom or for any other reason, unless otherwise agreed to by the parties hereto in a separate written agreement. With

respect to the Evaluation Material, Seller shall not make any representation or warranty or assume any duty or obligation, for the adequacy, completeness, accuracy, form or content of the scope of any work or any such Evaluation Material, the existence or non-existence of any facts related thereto, the performance or quality of any work performed or the absence of defects therefrom, or the financial condition or professional qualifications of or the reporting thereof by any such firm or other person, unless otherwise agreed to by the parties hereto in a written agreement.

(c) The Reviewer's decision to make an offer to purchase or not to purchase the Property is and will be based on the Reviewer's independent evaluation of the Property. The Reviewer is experienced in evaluating, owning, and holding commercial real estate in the nature of the Property. The Reviewer is familiar with the risks associated with commercial real estate sale transactions. The Reviewer acknowledges and confirms that no Evaluation Material provided, or statements made, to Reviewer prior to, in the course of or for the purpose of negotiations, will constitute an offer by Seller or on Seller's behalf, nor will any such information or statements form the basis of any commitment, contract or agreement (including, without limitation, an agreement in principle), to sell the Property.

**Section 6. Property Inspection.** The Reviewer agrees that without written consent from Seller, the Reviewer will not seek to gain access to any non-public areas of the Property, or to any non-public books and records of the Property other than those made available by Seller. Under no circumstance will the Reviewer attempt to contact the tenant without the express written permission of Seller. This includes but is not limited to contacting any employees, vendors, affiliates, agents, or investment partners, past or present.

**Section 7. Termination.** Notwithstanding anything to the contrary set forth herein, this Agreement and the parties obligations contained herein, shall remain in full force and effect until the earlier of (i) six (6) months from the date hereof; and (ii) the date of execution of a definitive agreement for the contemplated transaction.

**Section 8. Remedies.** In the event the Reviewer or any of its Representatives fails in any respect to comply with its obligations under this Agreement, the Reviewer shall be liable to Seller for such breach (unless such Representative has entered into a confidentiality agreement directly with the Seller and Seller shall be entitled to exercise any right, power, or remedy available to Seller at law or in equity for such breach. Such remedies may include, without limitation, the right to sue for specific performance, injunctive or other equitable relief and/or direct damages, but in no event will Reviewer or any of its Representatives be liable for any consequential, special, exemplary, treble, or punitive damages. No forbearance, failure, or delay in exercising any such right, power or remedy shall operate as a waiver thereof. In connection with the exercise of any right or remedy hereunder by either party hereto, the prevailing party in any legal proceeding, as determined by the applicable court, shall be entitled to recover its reasonable attorney's fees and costs in connection with such litigation. Notwithstanding anything appearing to the contrary in this Agreement, no member, shareholder, officer, director, agent, member, manager, personal representative, trustee, or employee of Reviewer will be personally liable for any debts or other obligations of Reviewer or in respect of any claims against Reviewer arising under this Agreement.

**Section 9. Binding Agreement.** Each party hereto shall have no legal commitment or obligation to sell or purchase the Property unless and until a binding written agreement for the

purchase of the Property has been fully executed, delivered, and approved by Seller and Reviewer and any conditions to Seller's and Reviewer's obligations thereunder have been satisfied or waived by the applicable party.

**Section 10. Applicable Law.** This Agreement is governed by and will be construed in accordance with the laws of the State of Louisiana without giving effect to its conflict of laws principles.

**Section 11. Notices.** All notices and other communications required or permitted under this Agreement ("**Notices**") must be in writing and (a) sent by certified mail, return receipt requested; or (b) delivered by nationally recognized overnight delivery service providing evidence of the date of delivery, with all charges prepaid, addressed to the appropriate party at its address indicated in this Agreement. The Reviewer or Seller each may change from time to time the address to which Notices must be sent, by Notice given in accordance with this Section. All Notices given in accordance with this Section will be deemed to have been given when delivered or refused.

**Section 12. Unenforceable Provisions.** If any provision of this Agreement is found to be illegal or unenforceable or would operate to invalidate this Agreement, then the provision will be deemed to be expunged, and this Agreement will be construed as though the provision was not contained herein and the remainder of this Agreement will remain in full force and effect.

**Section 13. Entire Agreement.** Any agreements between the parties relating to the matters described herein are contained in this Agreement, which contains the complete and exclusive statement of the agreements between Seller and Reviewer, except as Seller and Reviewer may later agree in writing to amend this Agreement.

**Section 14. No Oral Amendment.** This Agreement may not be amended, waived, or terminated orally or by any act or omission made individually by Seller or Reviewer but may be amended, waived, or terminated only by a written document signed by the party against whom enforcement of the amendment, waiver or termination is sought.

**Section 15. No Discussion.** Reviewer shall not discuss bid pricing with any other party or reveal to any party the amount of Reviewer's bid.

**Section 16. Counterparts.** This Agreement may be executed in one or more counterparts and: (a) each such counterpart shall be considered an original, and all of which together, when so executed and delivered, shall constitute a single Agreement; (b) the exchange of executed copies of this Agreement by facsimile or Portable Document Format (PDF) transmission shall constitute effective execution and delivery of this Agreement as to the Parties for all purposes; and (c) signatures of the Parties transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, a duly authorized representative of the Reviewer and Seller have executed this Agreement as of the date set forth below:

**SELLER H&E PROPERTIES, LLC**

By: \_\_\_\_\_  
Name: H.N. "Hank" Saurage, IV  
Date:

**REVIEWER:**

By: \_\_\_\_\_  
Name:  
Date: