



## TESLA NORTHBROOK, IL TRANSACTION

### PRINCIPAL CONFIDENTIALITY AGREEMENT

The undersigned prospective purchaser and/or investor (“Purchaser”) requests that Jones Lang LaSalle (“JLL”), as exclusive agent for **1000 Skokie SSD LCC** (“Ownership”), submit information to Purchaser regarding the property located at: **1000 Skokie Blvd, Chicago, IL** (the “Property”) in connection with its interest in purchasing the Property (the “Transaction”) from Ownership. Purchaser acknowledges that Ownership reserves the right to reject any and all offers for the purchase of the Property. Purchaser further acknowledges that neither Ownership nor JLL assumes any responsibility for the accuracy or completeness of the information contained in any offering materials for the Property and that the offering of the Property and any proposed Transaction with respect thereto is subject to withdrawal, revocation, alteration or change by Ownership at any time with or without obligation of any kind to Purchaser.

The Purchaser agrees that JLL is acting on behalf of Ownership as sole and exclusive agent in connection with the sale of the Property. If Purchaser elects to hire an advisor or agent, Purchaser will be solely responsible for the payment of any fees related to their involvement.

The Purchaser agrees that if it, its employees, officers, directors, affiliates, agents, representatives or advisors (collectively, the “Reviewing Entity”) commits a breach of any of the provisions of this Confidentiality Agreement, Ownership shall be entitled to obtain immediate injunctive relief for any breach or threatened breach hereof, it being hereby acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to Ownership and its affiliates and that money damages alone will not provide an adequate remedy to Ownership and its affiliates. Further, nothing herein shall be construed to limit any other remedy available to Ownership.

Purchaser understands that all information supplied to Purchaser by Ownership or JLL related to this agreement or the transactions contemplated hereby (including without limitation, any information contained in the investment offering memorandum, any information regarding the proposed corporate divestiture or any information concerning the Property or the proposed Transaction or the current owner of the Property), whether furnished before or after the date hereof, whether oral or written, and regardless of the manner in which it is furnished (the “Confidential Information”), is confidential and Purchaser agrees to keep all such Confidential Information confidential and not disclose, reveal, copy or distribute such Confidential Information to anyone without the prior written consent of Ownership, provided Purchaser may disclose such Confidential Information to its Reviewing Entities subject to the restrictions in the immediately following sentence. Purchaser shall cause the Reviewing Entities who receive such Confidential Information to observe the foregoing confidentiality obligations and shall be responsible for any breach of this agreement by the Reviewing Entities. Within five (5) days following request from Ownership or JLL, Purchaser will return all Confidential Information that Ownership or JLL has furnished to Purchaser, and shall destroy any copies of such Confidential Information, unless Ownership and Purchaser have entered into a final definitive agreement regarding the Transaction. Neither Purchaser nor any Reviewing Entity will use the Confidential Information for any purpose other than in connection with the investigation of a Transaction.

In addition, Purchaser will not disclose (i) the fact that Confidential Information has been made available; (ii) that discussions or negotiations are taking place concerning the Transaction involving Ownership; or (iii) any of the terms, conditions or other facts with respect to any such Transaction, including the status thereof, except as may be required by law or regulation, legal or regulatory proceeding (including, without limitation, oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) or by the rules of any recognized stock exchange and then, if circumstances permit, Purchaser shall use commercially reasonable efforts to provide Ownership with reasonable advance notice which shall include the documents requested thereby where practicable, so that Ownership, at Ownership’s sole cost and expense, may seek an appropriate protective order. The parties hereby agree that in the event Purchaser or a Reviewing Entity are so required to disclose Confidential Information, Purchaser shall furnish only that portion of the Confidential Information that it is advised by written opinion of counsel is legally required to be furnished; provided, however, that Purchaser shall, upon request, use commercially reasonable efforts, at Ownership’s sole cost and expense, to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed.



Purchaser understands that TESLA, INC., dba Tesla Motors, Inc. (“Tesla”) is the tenant occupying the Property. Accordingly, in addition to all the terms and conditions set forth in this Agreement, Purchaser shall also comply with all of the terms and conditions set forth on the Tesla Standard Non-Disclosure Agreement attached hereto as Exhibit A, which is hereby incorporated by reference and shall inure to the benefit of both Ownership and Tesla.

Neither JLL nor the Ownership shall be deemed to have made any representations or warranties, express or implied, as to the accuracy or completeness of the information provided. Purchaser agrees that neither JLL nor the Ownership shall have any liability to Purchaser relating to or resulting from the use of the information provided, or any errors therein or omissions therefrom. Only those representations or warranties which are made by the Ownership in a final definitive agreement regarding the Transaction between the Ownership and Purchaser, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

Any questions concerning the Confidential Information or the Ownership will be directed by the Purchaser to JLL. Purchaser will not approach Ownership or any of its employees, customers, vendors, creditors or others doing business with Ownership without the prior written consent of JLL.

Purchaser agrees and acknowledges that Ownership and its affiliates are express beneficiaries hereof, having all rights to enforce this agreement. Purchaser further agrees that, except for such parties, nothing herein expressed or implied is intended to confer upon or give any rights or remedies to any other person under or by reason of this agreement.

The obligations hereunder shall survive two (2) years from the date set forth below.

In the event of litigation in relation to this agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses (including reasonable attorneys’ fees) associated with the litigation upon receipt of a final judgment from a court of competent jurisdiction. Nothing herein shall be construed to require either party to conduct any negotiations or enter into any other agreement with the other party with respect to the Transaction or any other transaction involving Ownership. This agreement may not be assigned by Purchaser, by operation of law or otherwise, without JLL’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. This agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed within such state.

The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions of this agreement. This agreement constitutes the entire agreement between the parties as to the subject matter hereof, and no representations having been made by either of the parties except as herein specifically set forth. No rights or obligations other than those expressly recited herein are to be implied from this agreement.

This agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, may be executed in multiple counterparts (each of which shall be deemed to be an original signature page) and, to the extent signed and delivered electronically, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of Ownership or JLL, Purchaser will re-execute original forms thereof and deliver them to JLL. Purchaser shall not raise the use of a signature image or the fact that any signature, agreement, or instrument was transmitted or communicated electronically as a defense to the formation of a contract and Purchaser forever waives any such defense.

**EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.**



Purchaser acknowledges its agreement to and acceptance of the foregoing by signing where indicated below and returning one (1) executed copy of the agreement via email to the attention of Josh Katlin at [josh.katlin@jll.com](mailto:josh.katlin@jll.com).

**ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

(Please complete entire form below):

Signature:

Name: (Print)

Title

Company:

Address:

City/State/Zip:

Phone Number:

Fax Number:

E-Mail Address

*Please email executed confidentiality agreement to  
Josh Katlin at [josh.katlin@jll.com](mailto:josh.katlin@jll.com)*



## Tesla Standard NDA

The terms below (“Tesla NDA”) are part of the Principal Confidentiality Agreement (the “Agreement”) entered into by the Purchaser (referred to below as “Company”).<sup>1</sup> In addition to the terms set forth in the Agreement, Company agrees as follows:

- Purpose.** Confidential Information pertaining to Tesla may be disclosed to Company in order to consider a potential business relationship or fulfill the objectives of such relationship with Ownership (“Purpose”). “Confidential Information” means information disclosed to Company or its Affiliate that is marked as confidential or proprietary, identified as confidential or proprietary (e.g. if disclosed orally or visually), or disclosed under circumstances by which Company should reasonably understand that such information is deemed by Tesla to be confidential or proprietary. All Confidential Information and derivations thereof remain Tesla’s sole property, and no license or other right to Confidential Information or any intellectual property is granted or implied by this Tesla NDA or any disclosure. Tesla is not required to disclose any information hereunder. All Confidential Information is provided on an “AS IS” basis. Tesla disclaims any and all representations, warranties, or assurances concerning the Confidential Information, including as to accuracy, performance, completeness, suitability, or third-party rights.
- Confidentiality.** Subject to Section 3, Company and its Affiliates may not: (a) use Confidential Information for any reason except the Purpose; or (b) disclose Confidential Information to any individual or third party except to its personnel, directors, consultants, professional advisors, and Affiliates, or (to the extent expressly approved in writing by Tesla) other unaffiliated third parties, in each case that (i) have a “need to know” such Confidential Information for the Purpose and (ii) are bound to confidentiality obligations that protect Confidential Information to at least the same extent as the terms of this Tesla NDA (collectively, “Authorized Recipients”); or (c) make any public disclosures relating to the existence of this Tesla NDA or the Purpose without Ownership’s prior written consent; or (d) identify, or attempt to identify, any data subject (e.g. one or more individuals, vehicles, products, or entities) through any de-identified or anonymous data disclosed in connection herewith. Company shall implement and maintain appropriate organizational, technical, and administrative security measures, exercising the same degree of care to protect Confidential Information that it uses for its own confidential information of a similar nature, but in no event less than reasonable care. Promptly after learning of any unauthorized use or disclosure of, and/or unauthorized attempts to access or modify, any Confidential Information in Company’s (or its Authorized Recipients’) custody or control, Company shall notify Ownership in writing and cooperate with Ownership to investigate and mitigate any adverse effects. Company shall be responsible for any unauthorized use or disclosure of Confidential Information by any of its Authorized Recipients.
- Exceptions.** The obligations of Section 2 will not apply to information that: (a) is already known to Company at the time of disclosure without obligation of confidentiality, (b) is or becomes publicly known through no wrongful act or omission of Company, (c) is rightfully received by Company from a third party without obligation of confidentiality, (d) is approved for release by Ownership’s written authorization, or (e) was developed by Company independently and without the use or benefit of any Confidential Information. A disclosure that Company is required to make pursuant to any order or requirement of a court, administrative agency, other governmental agency, or stock exchange will not be deemed a breach of Section 2 of this Tesla NDA, provided that Company has to the extent permitted by law: (x) promptly notified Ownership in writing of such order or requirement, (y) given Ownership an opportunity to challenge or limit the disclosure requirement or seek an appropriate protective order, and (z) cooperated with Ownership to narrow the scope of such disclosure to only that portion of the Confidential Information that is necessary to fulfill the order or requirement. A disclosure which complies with a U.S. Federal Acquisition Regulation permitting disclosures to the government concerning government contracts will not be deemed a breach of this Tesla NDA.
- Affiliate.** “Affiliate” means an entity which either controls or is controlled by the Purchaser or is under common control with the Purchaser, where “control” means the power to direct or cause the direction of an entity’s management and policies through ownership or control of at least 50% of its voting securities or ownership interest.
- Termination.** Notwithstanding anything set forth in the Agreement, this Tesla NDA is effective as of the date set forth in the Agreement and will expire 3 years thereafter. Expiration or termination shall not affect any party’s rights or obligations with respect to Confidential Information disclosed before such expiration or termination, and such rights or obligations will continue as long as Company or its Affiliate has custody of or control over Confidential Information. Upon expiration or termination of this Tesla NDA or Ownership’s written request, Company shall promptly return to Ownership, all such Confidential Information or certify in writing that all Confidential Information has been destroyed..
- Disputes; Venue.** Company will be jointly and severally responsible for the acts and omissions of its Affiliates and each

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<sup>1</sup> Capitalized terms set forth but not defined herein shall have the meaning ascribed to them in the Agreement.



Authorized Recipient. The exclusive venue for any judicial action arising out of or relating to this Tesla NDA will be the state, federal, or regional courts for the location specified by Ownership or Tesla. If Ownership or Tesla substantially prevail in any action to enforce this Tesla NDA, each will be entitled to recover its costs of enforcement from Company and its Affiliates, including reasonable attorneys' fees. Company acknowledges that breach of this Tesla NDA would cause Ownership and Tesla irreparable harm for which monetary damages would not provide an adequate remedy and each of Ownership and Tesla will, in addition to any other available remedies, be entitled to temporary and permanent injunctive relief with respect to such breach without proof of actual damages or the posting of bond or other security.

7. Miscellaneous. If any provision hereof is held by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Tesla NDA shall remain in full force and effect. This Tesla NDA is written in the English language, and the English version shall prevail over any translation thereof. A waiver of any right hereunder does not imply waiver of any other rights. No waiver, alteration, modification, or amendment of this Tesla NDA shall be effective unless in writing and signed by Company and Ownership. Any notice required or permitted by this Tesla NDA shall be made in writing and be deemed delivered upon verification of delivery to the party to which such notice is delivered. Company may not assign, transfer, or otherwise convey or delegate any of its rights or duties under this Tesla NDA without Ownership's prior written consent, and any attempt to do so shall be void.