

CONFIDENTIALITY AGREEMENT PRINCIPAL

This Confidentiality Agreement (“**Agreement**”) is made as of the _____ day of _____, by _____ (“**Recipient**”) in favor of DUKE REALTY LIMITED PARTNERSHIP (“**Owner**”). Owner is the owner of the Property with a street address of 6450-6480 Rockside Woods Boulevard, South (the “**Property**”) and Recipient has expressed initial interest in purchasing the Property. Owner is willing to provide information about the Property, provided Recipient agrees that the information will be kept confidential according to the provisions of this Agreement.

1. Recipient acknowledges that all verbal communications and written documents, analyses, records, statements, summaries, without limitation (the “**Confidential Information**”) provided by Owner or employees, representatives, agents or advisors of the Owner ("Owner Parties") are confidential and proprietary to Owner. The term Confidential Information does not include information that (i) is generally available to the public other than as a result of a disclosure not permitted herein (Confidential Information shall not be deemed to be generally available to the public merely because a portion of the Confidential Information is embodied in general disclosures or is known to the public), or (ii) becomes available to Recipient on a non-confidential basis from a source other than Owner Parties. Recipient shall keep all such information confidential and shall not, except as may be required by law, regulation or legal process binding upon Recipient, disclose, summarize or otherwise provide any or all of the Confidential Information in any manner without the prior written authorization of Owner, except as otherwise set forth in this Agreement.

2. In the event that Recipient is legally compelled to disclose all or any part of the Confidential Information, Recipient will provide Owner with prompt written notice so that Owner may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, Recipient agrees that it will only furnish that portion of the Confidential Information, which it is legally required to furnish.

3. Recipient may use any or all of the Confidential Information only for the purpose of its analysis of the possible purchase of the Property. Recipient may summarize any or all of the Confidential Information only in that connection. Recipient shall not use any of the Confidential Information for any other purpose.

4. On a “need-to-know” basis only and solely for the purposes of assisting Recipient in evaluating the purchase of the Property, Recipient may disclose, summarize or otherwise provide the Confidential Information to Recipient’s partners and employees, accountants, potential lenders, lawyers, agents and other advisors. Recipient further agrees that it shall: (i) give a copy of this Agreement to all persons to whom it gives access to the Confidential Information, (ii) shall inform all such persons they are bound by the terms of this Agreement, and (iii) none of the Confidential Information may be disclosed without prior written authorization by Owner.

5. If Recipient determines that it is not interested in purchasing the Property, Recipient shall, upon written request, promptly return to Owner all Confidential Information it received.

6. Owner makes no representation or warranty about the accuracy or completeness of any Confidential Information. Recipient releases and holds Owner harmless from and against any loss or damage Recipient may sustain due to its reliance on any of the Confidential Information. The provisions of this Agreement shall not be amended, merged into or otherwise modified by any subsequent agreement entered into between Recipient and Owner or any instrument executed by Owner for Recipient’s benefit unless such agreement or instrument expressly states so.

7. Recipient shall not communicate with any of the Owner’s employees, agents or advisors; tenants of the Property; or governmental or quasi-governmental bodies concerning the Property without the prior written consent of Owner.

8. Recipient represents to Owner that it has not had any discussions regarding the Property with any broker or agent except CB Richard Ellis (“**Selling Broker**”). Recipient shall indemnify and hold harmless the Owner against any and all costs, loss, liability or expense, including attorney’s fees, arising from claims by any parties other than Broker claiming to have represented Recipient in connection with the sale of the Property.

9. If any party believes that the unauthorized disclosure of any or all of the Confidential Information is likely to occur, Recipient shall take all reasonable measures, and shall support any reasonable measures by Owner, to prevent such disclosure. If an unauthorized disclosure of any or all of the Confidential Information has occurred, Recipient shall not interfere with any effort by Owner to pursue legal and equitable remedies available as a result of the unauthorized disclosure.

10. It is understood and acknowledged that unauthorized release of any or all of the Confidential Information would cause immediate and irreparable harm to Owner that could not be repaired and for which Owner could not be fully compensated by money damages. Recipient agrees that Owner may obtain injunctive relief to prevent or limit such unauthorized disclosure, and may also pursue any other remedies available under law or equity in result of an alleged or reasonably anticipated breach of this Agreement. Recipient agrees to pay any actual damages incurred by Owner as a result of Recipient’s breach of this Agreement, including but not limited to court costs and reasonable attorneys’ fees.

11. Recipient acknowledges that Owner is under no legal obligation to the Recipient of any kind with respect to the proposed sale of the Property. Recipient further acknowledges that the Property may at any time be withdrawn from the market, or subject to changes in the offering price and terms and conditions of sale.

12. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located, without regard to principles of choice of law or conflicts of law.

13. This Agreement shall be binding upon Recipient’s successors and assigns, and shall inure to the benefit of Owner’s successors and assigns.

14. The term of this Agreement shall be for a period of one (1) year from the date Recipient returns all Confidential Information and all copies thereof to Owner.

Please return by fax or e-mail to Sue Brown at 317-637-4404 or sue.brown@cbre.com.

RECIPIENT:

By: _____
Name: _____
Title: _____
Company: _____
E-mail: _____