

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2020 by and between, _____, having its principal offices at _____, Suite _____, _____, _____ and FIRST INDUSTRIAL REALTY TRUST, INC., having its principal offices at 1 North Wacker Drive, Suite 4200, Chicago, IL 60606 ("First Industrial").

In consideration of each party's willingness to disclose its Confidential Information to the other, the party receiving Confidential Information (the "Recipient") agrees to the terms below.

1. Recipient shall maintain the Confidential Information in such confidence as it would its own confidential information. Without the disclosing party's prior written consent. Recipient shall not disclose the Confidential Information, nor use it for Recipient's own benefit or for the benefit of others, nor disclose to any person that the Confidential Information has been provided or that the transaction to which it relates has been proposed. Recipient agrees to limit the disclosure of the Confidential Information to such internal and external representatives who have a need to know such Confidential Information and only if they agree to be bound by the terms of this Agreement. Recipient shall be responsible for any disclosure by such representatives. The provisions of this paragraph shall not apply to any information:
 - a) which was known or used by Recipient prior to the date of such disclosure as evidenced by Recipient's written records;
 - b) which has legally come into Recipient's possession through channels independent of the disclosing party;
 - c) which is in the public domain by reason other than a breach of this Agreement; or
 - d) which is required by law or legal process to be disclosed.
2. _____ agrees not to directly or indirectly transact with or advise any other party with regard to the First Industrial Realty Trust Sale Assets without the specific written permission of First Industrial.
3. The term of this Agreement shall commence on the effective date noted above and shall be in full force and effect for a period of two (2) years from the effective date of this Agreement. This Agreement may be terminated by either party by giving thirty (30) days prior written notice of termination to the other party. However, the limitations on use and disclosure of Confidential Information shall survive the termination of this Agreement and shall be binding upon the parties after the termination of this Agreement for a period of two (2) years from the date of disclosure.
4. For the purposes of this Agreement, Confidential Information shall include, but not be limited to, property information, environmental and technical data, business and financial information, electronic data and correspondence, written or oral representations, memoranda, reports, records, or other such conveyance of information which is clearly identified by stamp, legend or other notice as being proprietary or confidential by the disclosing party. Confidential Information that is disclosed orally or visually shall be confirmed as confidential or proprietary in writing within ten (10) days after such disclosure. Any report or other document produced by either party arising from the exchange of information by the parties shall be regarded as proprietary and confidential.
5. This Agreement does not obligate either party to disclose Confidential Information to the other party.
6. The parties shall perform their respective obligations hereunder without charge to the other party.
7. No license or conveyance of any rights to either party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by the exchange of Confidential Information between the parties.
8. Any and all documents produced or delivered by one party to the other party shall remain the property of the delivering party, and all such documents and all copies thereof shall be promptly returned to the delivering party or destroyed upon demand, and such action certified by Recipient.
9. IN PROVIDING ANY CONFIDENTIAL INFORMATION HEREUNDER, NEITHER PARTY MAKES ANY REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ITS ADEQUACY, ACCURACY, SUFFICIENCY OR FREEDOM FROM DEFECT OF ANY KIND, INCLUDING FREEDOM FROM ANY PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT WHICH MAY RESULT FROM THE USE OF SUCH CONFIDENTIAL INFORMATION.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to Illinois's conflicts of laws principles thereof. Recipient acknowledges that damages under this Agreement may not be possible to measure accurately, and consents to specific performance and any other right or remedy to which the disclosing party may be entitled to by law.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disclosure Agreement to be executed as of the date first above written.

By: _____
 Authorized Signature
Name: _____
Title: _____
Date: _____

FIRST INDUSTRIAL REALTY TRUST, INC.
By: _____
 Authorized Signature
Name: _____
Title: _____
Date: _____