

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("**Agreement**"), dated \_\_\_\_\_, 20\_\_, is executed by \_\_\_\_\_, a \_\_\_\_\_ ("**Recipient**"), as an inducement for Macy's, Inc. and its affiliates (collectively, "**Macy's**") to disclose to Recipient non-public, confidential or proprietary information concerning Macy's business and/or properties for use by Recipient in engaging, or exploring the possibility of engaging, in one or more mutually beneficial business transactions concerning certain Macy's owned or leased commercial real estate (collectively, the "**Property**").

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient hereby covenants to Macy's as follows:

1. **Use and Dissemination.** Recipient shall (i) maintain the confidentiality of Macy's information and materials, in any form whether oral or written, that may be reasonably understood, from the nature of the information itself and/or the circumstances of disclosure, to be confidential and/or proprietary to Macy's (including but not limited to the identity of the Property) ("**Confidential Information**"); (ii) take reasonable action to prevent the unauthorized disclosure of Confidential Information, including without limitation at least the action that Recipient takes to protect the confidentiality of its comparable confidential or proprietary information; (iii) carefully restrict access to Confidential Information to Recipient's: (a) officers and employees who are subject to non-disclosure restrictions at least as protective as those in this Agreement and who need such access to participate on Recipient's behalf in the analysis and negotiation of a business relationship or any agreement with Macy's, and (b) legal counsel, certified public accountants, or other professional advisers having a need to use or evaluate the Confidential Information for the contemplated transaction, provided they agree to abide by the terms of this Agreement; and (iv) use the Confidential Information only for the business relationship with Macy's. Recipient will be liable for the improper use or disclosure of Confidential Information by anyone with whom it shares the Confidential Information. Recipient acknowledges that, except as the parties may otherwise agree in writing, Macy's has no obligation to (x) grant to Recipient any right or interest in any part or all of the Property or the Confidential Information, (y) give Recipient any right to market any of the Property; or (z) enter into any further agreement or participate in any transaction.

2. **Exclusions.** Recipient shall have the right to disclose Confidential Information as necessary (i) in any statement or testimony pursuant to a subpoena or court order, (ii) to a governmental body, regulatory agency or other authority having jurisdiction over Recipient; and (iii) as may otherwise be required by law. There is no obligation to protect the confidentiality of any information or materials which: (a) were available or in possession of Recipient prior to disclosure to Recipient by or on behalf of Macy's, or (b) are or become publicly available other than as result of a disclosure by or through Recipient, or (c) are or become available to Recipient on a non-confidential basis from a third party not bound by a confidentiality agreement with Macy's.

3. **Term.** All Confidential Information disclosed by or on behalf of Macy's shall remain the property of Macy's, and as soon as possible upon Macy's request or upon abandoning pursuit of the contemplated transaction, all documents in the possession or under the control of Recipient containing or reflecting Confidential Information shall be promptly destroyed (with certification of destruction given to Macy's upon Macy's request), except the following but only to the extent not accessible in the course of daily business: (i) electronic mail back-up records kept for information security and disaster recovery, (ii) documents required to be maintained by law or court order, and (iii) copies required for audit or other internal policies. Notwithstanding any such actions, Recipient will continue to be bound by its obligations of confidentiality hereunder. The obligations of Recipient under this Agreement shall continue and survive for one (1) year after the execution of this Agreement.

4. **Remedies.** In addition to all other available remedies, Macy's shall be entitled to both preliminary or permanent injunctions to prevent a breach of this Agreement since any misuse or misappropriation of Confidential Information may cause Macy's irreparable harm which may be difficult or impossible to measure.

5. **Errors and Omissions.** Recipient acknowledges and accepts that: (i) Macy's disclaims any express or implied representations or warranties about the accuracy or completeness of the Confidential Information, (ii) that Macy's shall have no liability for any errors or omissions therein, (iii) nothing herein entitles Recipient to receive any Confidential Information beyond that which Macy's elects to provide, and (iv) Recipient is aware that Macy's is not making available to Recipient all of Macy's records concerning the Property.

6. **General.** This Agreement may be delivered to Macy's via email or other electronic transmission and Recipient's signature(s) so transmitted (such as via e-mail in pdf format) shall be binding upon Recipient with the same effect as original signatures. Recipient will send any notices concerning this Agreement to Macy's at 145 Progress Place, Cincinnati, OH 45246 (attn: RE Dept., with copy to Law Dept. RE), and Macy's shall send any notices concerning this Agreement to Recipient at the address below. This Agreement is not assignable or transferable by Recipient. This Agreement shall be governed by and construed in accordance with Ohio law.

Recipient:

Recipient's Address & FEIN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_\*

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

FEIN: \_\_\_\_\_

\* MUST BE SIGNED BY AN OFFICER OF RECIPIENT