

## **CONFIDENTIAL INFORMATION EXCHANGE AGREEMENT**

**THIS AGREEMENT** is between the Regents of The University of Michigan, a Michigan constitutional corporation (“University”), and Willow Run Arsenal of Democracy Landholdings Limited Partnership, a Michigan limited partnership, having its principal office at 5859 West Saginaw Highway #210, Lansing, Michigan 48917-2460 (“WRAD”).

The parties are interested in jointly exploring areas of mutual interest and benefit relating to: Project L, including, but not limited to, a potential real estate transaction and the purposes therefor (the “Project”).

It is expected that such discussions may involve the disclosure and communication of confidential information by either party to the other;

The parties wish to protect that confidential information;

The parties agree as follows:

### **1. DEFINITION OF CONFIDENTIAL INFORMATION**

The term “Confidential Information” shall include all information and data furnished by either party to the other party related to the Project, whether disclosed prior to or after the Effective Date and whether in oral, written, graphic, or machine-readable form, including but not limited to, designs, procedures, formulas, discoveries, inventions, improvements, and concepts.

### **2. USE OF CONFIDENTIAL INFORMATION**

The parties agree that all Confidential Information disclosed and communicated by either party shall be held and treated by the other party in the utmost and strictest confidence; and neither party will use Confidential Information to benefit itself or others, except for the purpose of its own internal evaluation, nor disclose any Confidential Information to any third parties. However, WRAD may disclose Confidential Information to the Michigan Economic Development Corporation, a Michigan public body corporate, and the Michigan Strategic Fund, a Michigan public body corporate and politic, both of which could be required to disclose Confidential Information by court order or by operation of law (including but not limited to the Michigan Freedom of Information Act, as amended).

Notwithstanding anything contained herein to the contrary, each party shall limit the use of and access to the Confidential Information to its employees, consultants, legal advisors, and agents whose use or access is necessary to effect the purposes of this Agreement and who are under confidentiality restrictions no less restrictive than those contained herein. The parties agree that the Confidential Information disclosed is and will remain the property of the disclosing party.

Additionally, all Confidential Information shall be deemed subject to any and all privileges available at law or in equity with respect to thereto, including attorney/client privilege unless and until waived by the parties.

**3. TERM**

The parties agree that the obligations of confidentiality shall remain in effect for a period of three (3) years from the Effective Date.

**4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION**

The parties agree that neither shall be liable for any disclosure or use of any Confidential Information disclosed or communicated pursuant to this Agreement by either party:

- a. if the Confidential Information is in the public domain or is publicly available or later is in the public domain or becomes publicly available other than through a breach of this Agreement; or,
- b. if the Confidential Information is subsequently lawfully obtained by either party from a third party or parties or disclosed as required by any statutes or court order; or,
- c. if the Confidential Information was known to either party prior to the disclosure or is independently developed by either party subsequent to the disclosure.

Notwithstanding anything contained herein to the contrary, University, a Michigan constitutional corporation, or WRAD could be required to be disclose Confidential Information by court order or by operation of law (including but not limited to the Michigan Freedom of Information Act, as amended) and any such disclosure will not be a breach of this Agreement.

**5. NO RIGHTS GRANTED**

Each party agrees that this Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in the other's Confidential Information.

**6. WARRANTY**

Each party warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY WITH RESPECT TO THE CONFIDENTIAL INFORMATION. In particular, neither party warrants the completeness or accuracy of the Confidential Information disclosed under this Agreement.

7. **ASSIGNMENT**

This Agreement may not be assigned by either party without obtaining the written consent of the other party.

8. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Michigan. The parties understand and expressly agree that any claims, demands, or actions asserted against University, its agents or employees, shall be brought only in the Michigan Court of Claims, as it is the only court of exclusive jurisdiction over claims against University. WRAD, its successors and assigns, consent to the jurisdiction of and venue in the U.S. District Court for the Eastern District of Michigan or the Washtenaw County Circuit Court for the State of Michigan with respect to any claims arising under this Agreement.

9. **SEVERABILITY**

If any provision of this Agreement is held to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining provisions shall not be affected.

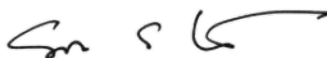
10. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties with respect to the subject matter and supersedes all prior agreements or understandings, both written and oral. This agreement shall not be modified except by a writing signed by authorized representatives of both parties. The parties agree that neither party will be under any legal obligation of any kind whatsoever or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to in this Agreement.

This Agreement becomes binding and effective when signed by all parties (the "Effective Date").

**UNIVERSITY**

**WRAD**

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

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

Geoffrey S. Chatas  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Executive Vice President and Chief Financial Officer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**UNIVERSITY**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**WRAD**

By: WILLOW RUN LAND  
MANAGEMENT SERVICES  
ITS GENERAL PARTNER  
By: Charles A. Fiedler

CHARLES A. FIEDLER  
Printed Name

PRESIDENT  
Title

Date: \_\_\_\_\_

Date: MAY 22, 2024