

**CONFIDENTIAL DISCLOSURE & NON-DISTURBANCE AGREEMENT**

In order to protect certain Confidential Information, \_\_\_\_\_ Company and/or Individual (“Recipient”) and Transwestern Commercial Services Illinois, LLC (“Transwestern”) agree that:

- 1. **Disclosure Period:** This agreement pertains only to Confidential Information disclosed between March 1, 2021, (“Effective Date”) and March 1, 2023.
  
- 2. **Disclosing Party:** The following party (“Discloser”) will be disclosing Confidential Information:

Transwestern as designated agent for M & D Enterprises of Illinois, LLC and Milano Bakery, Inc. (“Seller”), the “Owner” of the real property located as defined in Section 4 below.

- 3. **Primary Disclosure Coordinator:** The representatives responsible for coordinating the disclosure and/or receipt of Confidential Information are:

**RECIPIENT/PROSPECTIVE BUYER**

Company: \_\_\_\_\_

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Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**DISCLOSER/SELLER’S DESIGNATED AGENT**

Company: Transwestern

Contact: Alex Genova, CPA VP and Justin Lerner, EVP

Address: 9550 W Higgins Road, Suite 250  
Rosemont, IL 60018

Phone: 847-588-5648

Email: [alex.genova@transwestern.com](mailto:alex.genova@transwestern.com); [justin.lerner@transwestern.com](mailto:justin.lerner@transwestern.com)

- 4. **Seller’s Confidential Information:** Financial information pertaining to the Seller’s real property located at SEE ATTACHED EXHIBIT A SITE DESCRIPTION (the “Site”).

5. **Purpose of Confidential Disclosure (“Purpose”):** To enable the parties to discuss the feasibility of Company’s purchase of the Site from Seller and to enable the parties to negotiate such a transaction.

- 6. **Confidentiality & Non-Use Period:** For a period of two (2) years, beginning on the Effective Date, a party receiving Confidential Information (“Recipient”) from a disclosing party (“Discloser”) shall not disclose such information except to employees, affiliates or contractors who have a need to know and who are bound to keep such information confidential under terms no less restrictive than this Agreement and shall only use such information for the Purpose stated hereinabove. Recipient accepts responsibility that its affiliates will

abide by the terms of this Agreement. "Affiliates" of a Party shall mean any corporation or other business entity which controls, or is controlled by, or is under common control with that Party. The terms "control" and "controlled by" as used with respect to any entity, means the ownership, directly or indirectly, of a majority of the assets or voting stock of such entity.

- 7. Identifying Confidential Information:** This Agreement pertains only to information which is:
- (a) all sales and marketing information provided by Transwestern
  - (b) leases and building operating numbers, financials, and statements
  - (c) any information provided about the owners and tenants of the property, and summarized and designated as confidential when delivered to the Recipient's Primary Disclosure Coordinator named in paragraph 3.

In addition, the parties shall treat the existence of this Agreement and the occurrence of any discussions or negotiations regarding the Purpose described in paragraph 6 as Confidential Information protected hereunder.

- 8. Degree of Care:** Recipient shall protect the Confidential Information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own Confidential Information of a like nature.
- 9. Information Not Covered:** This Agreement imposes no obligation upon Recipient with respect to information that: (a) does not fall within the scope of Confidential Information described in paragraph 4, or 5; (b) was rightfully in Recipient's possession in tangible form before receipt from Discloser; (c) is or becomes a matter of public knowledge through no fault of the Recipient; (d) is rightfully received by the Recipient from a third party without duty of confidentiality; (e) is independently developed by employees, affiliates or agents of the Recipient without access to Confidential Information of the other party; or (f) is disclosed by Recipient with the Discloser's prior written approval.
- 10.** If Recipient becomes legally compelled to make any disclosure that is prohibited or otherwise constrained by this Agreement, Recipient will provide Discloser with prompt written notice of such request so that Discloser may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the absence of a protective order or Recipient's receipt of a waiver from Discloser, Recipient is permitted to disclose only that portion of the Confidential Information that Recipient is legally compelled to disclose.
- 11. Return or Destruction of Confidential Information:** Upon written request of the Discloser, the Recipient shall, at Discloser's option, either securely destroy or return promptly to the Discloser all written materials and documents as well as any computer software or other media, made available or supplied by the Discloser to the Recipient that contain Confidential Information, together with any copies thereof, and shall certify in writing as to such destruction and/or return. The Recipient may retain one copy of the received Confidential Information in a confidential business record file as evidence of the disclosure made.

- 12. Damages for Breach; Injunctive Relief:** Each party hereto assumes liability for damages arising from any breach of this Agreement by that party or from any act of any employee, agent, or representative of that party that would be a breach of this Agreement if committed directly by that party, including, without limitation, unauthorized use of the Confidential Information.

Each party further recognizes and acknowledges that any such breach or threatened breach may result in irreparable injury to the Discloser for which monetary damages may be an inadequate remedy, and agrees (i) to take all reasonable measures, including, without limitation, court proceedings, at its own expense, to restrain its employees, affiliates, agents and representatives from any such breach or threatened breach and (ii) that the Discloser shall be entitled to seek temporary and permanent injunctions restraining such breach or threatened breach. Such remedies shall not be deemed to be the exclusive remedies for breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

**General Terms:**

- 13.** Except as expressly provided herein, neither party (a) acquires any intellectual property rights under this Agreement; (b) assumes any obligation of any kind; (c) has any obligation under this Agreement to disclose any information or to deal exclusively with the other party in any field; (d) has any obligation to purchase, sell, license, or otherwise transfer any technology, services or products.
- 14.** Any information disclosed hereunder is provided "AS IS" and without any warranty, except Discloser warrants it has the right to make such disclosures.
- 15.** A Recipient shall adhere to the U.S. Export Control Laws and Regulations and shall not export or re-export any technical data or products received from the Discloser or the direct products of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
- 16.** This Agreement does not create any agency or partnership relationship between the parties.
- 17.** This Agreement represents the complete and total Agreement between the parties hereto regarding the subject matter hereof. All modifications to this Agreement must be made in writing and must be signed by the parties.
- 18.** This Agreement is made under and shall be construed according to the laws, other than choice of law provisions, of the State of Illinois.
- 19.** Either party may terminate this Agreement at any time by giving the other party thirty (30) days prior written notice. Early termination does not relieve a party of any obligations of non-disclosure, non-use, non-disturbance, or non-analysis undertaken in the Agreement for the period specified herein.
- 20.** This Agreement may not be assigned by either party without the prior written consent of the other party,

which consent shall not be unreasonably withheld. This Agreement is binding on the parties' legal representatives, successors, heirs, and assigns.

**21. NON-DISTURBANCE – Recipient and prospective buyer and its employees, associates, or affiliates shall not make contact directly or indirectly, (with exception of information provided and exchanged by and through Transwestern), with any Tenants or Owners at the Site, without prior written permission and agreement by the Seller AND the Seller’s Agent/Broker. The Recipient and Prospective Buyer agrees to not visit the property without being accompanied by the Seller’s Agent/Broker and then only by advance and confirmed appointment. PLEASE DO NOT DISTURB OR COMMUNICATE WITH ANY OF THE TENANTS WITHOUT PRIOR WRITTEN PERMISSION. THIS IS A CONFIDENTIAL SALE. THE BAKERY BUSINESS IS NOT FOR SALE AND WILL CONTINUE TO OPERATE AT THE LOCATION.**

22. This Agreement must be signed by an Authorized Representative or Principal who has authority to bind the Recipient. (Broker signatures are NOT valid).

23. Recipient/Buyer represents and affirms that it is NOT represented by a Broker in this transaction, unless as stipulated as follows: \_\_\_\_\_. Neither Transwestern or the Seller is bound or obligated to pay commissions to the Recipient/Buyer’s Broker, unless agreed to otherwise in a separate agreement.

TRANSWESTERN COMMERCIAL SERVICES  
ILLINOIS, LLC

RECIPIENT

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

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

Name: Michael W. Marconi

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

Its: Principal and Managing Broker

Its: \_\_\_\_\_

## EXHIBIT A SITE DESCRIPTION

Map #	SITE_ADDR	APN	OWNER_NAME_1	ACREAGE
1	1027 STERLING AVE	30-07-11-105-022	M & D ENTERPRISES OF IL LLC	0.1508
2	408 S OTTAWA ST	30-07-16-407-004	M & D ENTERPRISES OF IL LLC	0.2116
3	433 S CHICAGO ST	30-07-16-407-005	M & D ENTERPRISES OF IL LLC	0.1318
4	412 S OTTAWA ST	30-07-16-407-006	M & D ENTERPRISES OF IL LLC	0.1454
5	414 S OTTAWA ST	30-07-16-407-007	M & D ENTERPRISES OF IL LLC	0.2116
6	413 -415 S CHICAGO ST	30-07-16-407-011	M & D ENTERPRISES OF IL LLC	0.2348
7	433 S CHICAGO ST	30-07-16-407-012	M & D ENTERPRISES OF IL LLC	0.1132
8	427 S CHICAGO ST	30-07-16-407-013	M & D ENTERPRISES OF IL LLC	0.3529
9	459 S OTTAWA ST	30-07-16-412-014	M & D ENTERPRISES OF IL LLC	0.1575
10	462 S OTTAWA ST	30-07-16-413-007	M & D ENTERPRISES OF IL LLC	0.134
23	464 S OTTAWA ST	30-07-16-413-008	M & D ENTERPRISES OF IL LLC	0.0982
11	464 S OTTAWA ST	30-07-16-413-009	M & D ENTERPRISES OF IL LLC	0.0473
12	431 S CHICAGO	30-07-16-413-010	M & D ENTERPRISES OF IL LLC	0.2015
13	433 S CHICAGO ST	30-07-16-413-011	M & D ENTERPRISES OF IL LLC	0.1276
15	505 S OTTAWA ST	30-07-16-413-017	M & D ENTERPRISES OF IL LLC	0.0644
17	433 S CHICAGO ST	30-07-16-413-024	M & D ENTERPRISES OF IL LLC	0.2981
19	S OTTAWA ST/ JASPER	30-07-16-413-026	M & D ENTERPRISES OF IL LLC	0.0692
21	502 S OTTAWA ST	30-07-16-418-021	M & D ENTERPRISES OF IL LLC	0.1635
22	500 S OTTAWA ST	30-07-16-418-027	M & D ENTERPRISES OF IL LLC	0.1799
14	427 S CHICAGO ST	30-07-16-413-012	MILANO BAKERY INC	0.1575
16	427 S CHICAGO ST	30-07-16-413-022	MILANO BAKERY INC	0.1654
18	427 S CHICAGO ST	30-07-16-413-025	MILANO BAKERY INC	0.2513
20	427 S CHICAGO ST	30-07-16-418-020	MILANO BAKERY INC	0.0875
				3.755