

# **CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT**

## **Three Unit Single Story Commercial Building- 414-424 E 71st St, Chicago, IL 60619**

Please be advised that Be Commercial Realty is acting as the Exclusive Representative of the Seller ("Broker") in the potential sale of the above listed Property ("Property"). Broker has made available for review certain information concerning the properties which includes brochures, documents and other materials (collectively "Informational Materials"). Please be advised that neither the Seller nor Broker will make such Informational Material available to the Potential Purchaser with regard to the contemplated sale of the Property unless and until the Potential Purchaser has executed this letter ("Letter of Confidentiality") and thereby agrees to be bound by its terms. We are prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the potential purchase of the Property by the Potential Purchaser, subject to the conditions set forth below.

1. All Informational Materials relating to the Property which may be furnished to the Potential Purchaser by the Seller, Property Manager, or Broker, shall continue to be the property of the Seller. The Informational Materials will be used by the Potential Purchaser solely for the purpose of evaluating the potential acquisition of the Property and not for any purpose not related to the potential acquisition of the Property and may not be copied or duplicated without the Seller's consent, and must be returned to the Seller and/or copies destroyed within three (3) business days of Seller's request or when the Potential Purchaser declines to make an offer for the Property or terminates discussions or negotiations with respect to the Property.

2. The Potential Purchaser will not make any Informational Materials available, or disclose any of the contents thereof, to any person, unless such person has been identified to the Seller in writing and the Seller has approved the furnishing of the Informational Materials or such disclosure to such person, and such person has entered into an agreement with the Seller, the provisions of which agreement shall be substantially the same as the provisions of this Letter of Confidentiality, provided however, that the Informational Materials and this Letter of Confidentiality may be disclosed to the Potential Purchaser's partners, employees, legal counsel and potential debt and equity providers ("Related Parties") who, in the Potential Purchaser's best reasonable judgment, need to know such information for the purpose of evaluating the potential purchase of the Property or any interest therein by the Potential Purchaser. Such Related Parties shall be informed by the Potential Purchaser of the confidential nature of the Informational Materials and shall be directed in writing by the Potential Purchaser to keep all the Informational Materials strictly confidential in accordance with this Letter of Confidentiality. The Prospective Purchaser shall be responsible for any violation of this provision by any Related Party.

3. Although we have endeavored to include in the Informational Materials information which we believe to be relevant to the purpose of your investigation, the Potential Purchaser understands and acknowledges that neither the Seller, Property Manager, nor Broker makes any representation or warranty as to the accuracy or completeness of the Informational Materials. The Potential Purchaser further understands and acknowledges that the information used in the preparation of the Informational Materials was furnished to the Seller, Property Manager, and Broker by others and has not been independently verified by Seller, Property Manager, or Broker and is not guaranteed as to its completeness or accuracy. The Potential Purchaser agrees that neither the Seller, Property Manager, or Broker shall have any liability for any reason to the Potential Purchaser or any of its representatives or Related Parties resulting from the use of the Informational Materials by any person in connection with the sale of, or other investment by the Potential Purchaser in the Property, whether or not consummated for any reason.

4. The Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice.

5. For purposes of this Letter of Confidentiality, the term "purchase" or "sale" of the Property or other similar language in this Letter of Confidentiality shall be deemed to refer to the purchase or sale of all or a portion of the Property or the purchase of an interest in the Property or the purchase and lease back of the Property.

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6. Potential Purchaser is advised that payment of any buyer broker commission, if applicable, shall be determined in a separate agreement.

7. Potential Purchaser and any Related Parties agree to address any and all Property questions and inquiries to Be Commercial Realty, and will not, under any circumstances, circumvent Be Commercial Realty by directly contacting the Seller, Property Manager, any of Seller's employees, or any tenants currently residing at any of the above-mentioned properties without the written consent of either the Broker or Seller.

8. This Letter of Confidentiality shall remain in effect until one (1) years after the date of Potential Purchaser's acceptance of this Letter of Confidentiality.

9. This Letter of Confidentiality contains the entire understanding between the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by the parties subsequent to the date of this Letter of Confidentiality. The parties have not made any other agreement or representation with respect to such matters.

**Accepting Party**

Mikus Kins  
Managing Director  
Be Commercial Realty  
3352 N Sheffield Avenue  
Chicago, IL 60657

**Registered Potential Purchaser**

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

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

Authorized Representative and Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

