

## REGISTRATION AND CONFIDENTIALITY AGREEMENT

We are interested in pursuing the acquisition of the property, as defined below, and respectfully request the offering memorandum along with all corresponding documentation. Please be advised that either (A) the following brokerage company and salesperson are our sole representatives in this matter, or (B) we are brokers representing a specific client who seeks additional information on the property.

This Confidentiality Agreement (“**Agreement**”) is made by and agreed to by Matanky Realty Group, Inc. (“**Broker**”), the exclusive listing broker for the Property, as defined below, and

\_\_\_\_\_ (“**Purchaser**”) and/or  
\_\_\_\_\_ (“**Co-op Broker**”) and is on behalf of the above  
Purchaser regarding the property known as \_\_\_\_\_ (“**Property**”).

The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker’s listing agreement with the Owner and shall continue until Purchaser completes its purchase of the Property or this Agreement is terminated by the parties and all Information is returned to Owner or Broker or confirmed destroyed by Purchaser.

Purchaser, or Co-op Broker on behalf of Purchaser, has requested information from Broker for the purpose of evaluating a potential acquisition of the Property. The Owner of the Property has instructed Broker to deliver documentation and information concerning the Property, much of which is highly confidential, only to those potential purchasers and their cooperating brokers who sign this Agreement.

In consideration of the covenants and agreements contained herein, the parties agree as follows:

1. If applicable to this Agreement, Co-op Broker confirms that it only represents the Purchaser for the potential acquisition of the Property and no other parties or potential purchasers. Co-op Broker understands that disclosure of the Information, as defined below, to a party not the Purchaser shall be a breach of this Agreement.
2. Purchaser and Co-op Broker, if applicable, will not disclose, permit the disclosure of, release, disseminate, or transfer any information obtained from Broker or Owner with regards to the Property (“**Information**”) to any other person or entity without written approval of Owner. Purchaser and Co-op Broker, if applicable, agree to keep any Information completely confidential. Purchaser and Co-op Broker may disclose Information only when acting in compliance with a valid court order or other legal obligation, provided that the Purchaser or Co-op Broker notify Owner and Broker of any such request as promptly as feasible, but in no event less than fourteen days prior to any such disclosure.
3. If Purchaser and Co-op Broker, if applicable, are a corporation, partnership, limited liability company, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the information and who are specifically aware of the Agreement and agree to honor it.
4. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser and Co-op Broker, if applicable,

understand that all Information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker for which monetary damages are not adequate compensation. Accordingly, the Owner shall be entitled to injunctive relief to specifically enforce the terms of this Agreement, in addition to any other remedies available to it at law or in equity.

5. All Information shall be used for the sole purpose of Purchaser evaluating the potential acquisition of the Property, and it shall not at any time or in any manner be used for any other purpose.
6. Purchaser and Co-op Broker, if applicable, shall not contact directly any persons concerning the Property other than Broker without Broker's or Owner's prior written permission. Such persons include, without limitation, Owner's employees, suppliers, and tenants.
7. Purchaser acknowledges that it is a principal and not an agent on behalf of any party in conjunction with the purchase of the Property (except advisors working on behalf of their pension fund clients).
8. Neither Broker nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any Information provided by them. Purchaser assumes full and complete responsibility for confirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
9. The persons signing on behalf of Purchaser, Co-op Broker, , if applicable, and Broker represent that they have the authority to bind the party for whom they sign.
10. This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may only be amended or modified by a writing signed in advance by the parties. This Agreement is binding upon the successors, assigns and legal representatives of the parties, and protects Information of any successors or assigns of the Owner and Broker.
11. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without reference to its choice of law rules and as if wholly performed within the State. Any litigation regarding the interpretation, breach, or enforcement of this Agreement will be filed in and heard by the state or federal courts with jurisdiction to hear such disputes in Cook County, Illinois and both parties submit to the jurisdiction of such courts.

13. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Signatures to this Agreement transmitted by electronic means shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement.
14. Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, or to recover damages for breach of this Agreement, the non-prevailing party in any action pursued in a court of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all costs, expenses and fees, including reasonable attorneys' fees, expenses and disbursements, incurred in connection therewith.
15. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto understand and agree to the terms and conditions herein and have executed this Agreement as of the dates written below.

**PURCHASER:**

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

Purchaser Company Representative: \_\_\_\_\_

Purchaser Email Address: \_\_\_\_\_

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

Purchaser Phone No.: \_\_\_\_\_

Company Representative Signature: \_\_\_\_\_

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

**COOPERATING BROKER (IF APPLICABLE):**

Co-op Broker Company: \_\_\_\_\_

Co-op Broker Salesperson: \_\_\_\_\_

Co-op Broker Email Address: \_\_\_\_\_

Co-op Broker Address: \_\_\_\_\_

Co-op Broker Phone No.: \_\_\_\_\_

Co-op Broker Company Representative Signature: \_\_\_\_\_

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

**ACCEPTED AND AGREED TO:**

MATANKY REALTY GROUP, INC.

By: \_\_\_\_\_  
James E. Matanky, CEO

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

PLEASE COMPLETE AND EMAIL TO: [TCOX@MATANKY.COM](mailto:TCOX@MATANKY.COM) TO RECEIVE ACCESS TO THE OFFERING MEMORANDUM AND FOR FURTHER SUPPORTING DOCUMENTS VIA EMAIL.

EXHIBIT "A"  
LEGAL DESCRIPTION