

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into by and between The Lord Companies LLC (“Broker”) and _____ (“Prospective Buyer”).

WHEREAS, in connection with Prospective Buyer’s efforts to consider a Purchase of the commercial property at _____ (Real Estate Property), Broker is providing Prospective Buyer with information concerning the Real Estate Property that is not available to the general public.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. As used herein, “Confidential information” means all such data, including reports, interpretations, forecasts, projections, records and any other documents containing or otherwise incorporating information concerning the Real Estate Property, whether provided orally or in writing, Broker will provide or has previously provided to Prospective Buyer at any time, together with analyses, compilations, studies or other documents, whether prepared by Prospective Buyer or others, that contain or otherwise incorporate or are based upon such information; provided, however, the following will not constitute “Confidential Information” for the purpose of this Agreement.
 - (a) Information that is provided to Prospective Buyer by a source other than Broker, provided that after investigation by Prospective Buyer such source is not reasonably believed by Prospective Buyer to be subject to a confidentiality agreement or obligation with or to Broker, with respect to such information.
 - (b) Information that is or becomes generally available to the public other than as a result of a disclosure by Prospective Buyer or its officers, directors, affiliates, agents, employees or legal counsel (collectively, the “Related Parties”), or any other person to whom Prospective Buyer or any Related Party provides such Confidential Information.
2. Prospective Buyer acknowledges the sensitive and secret nature of the Confidential Information it will have access to and agrees that it will treat such Confidential Information as strictly confidential and shall exercise the same degree of care in the protection of the Confidential Information as the Prospective Buyer exercises with respect to its own proprietary property and trade secrets, but in no event shall it be less than a reasonable degree of care given the nature of the Confidential Information.
3. Confidential Information will be held and treated by Prospective Buyer in confidence and will not be copied, distributed or disclosed to any other person or entity. No Confidential Information will be used by Prospective Buyer or its Related Parties other than in connection with evaluation of Real Estate Property (“Property Evaluation”) for Real Estate Property Purchase.
4. Except as required by law as advised in writing by counsel, or with Broker’s prior written consent, Prospective Buyer and its Related Parties shall not disclose to any person or entity the fact that Confidential Information has been made available to Prospective Buyer, or the content or import of such information. Prospective Buyer may disclose Confidential Information only to its Related Parties who need to know the Confidential Information for purposes of Business Evaluation and who will be advised by Prospective Buyer of this Agreement and will agree to act in accordance with its terms and Prospective Buyer will be satisfied that the Related Parties will act in accordance herewith. In any event, Prospective Buyer shall be responsible for any breach of this Agreement by its Related Parties and any other person to whom Prospective Buyer or its Related Parties provide Confidential Information whether or not confidential information was provided in breach of this Agreement.
5. The written Confidential Information, except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by Prospective Buyer and its

Related Parties, will be returned to Broker promptly upon request without retention of any copies thereof. That portion of the Confidential Information that may be found in analyses, compilations, studies, or other documents prepared by Prospective Buyer and its Related Parties and any written Confidential Information not so requested and returned will be held by Prospective Buyer and kept subject to the terms of this Agreement or destroyed and a certificate of such destruction signed by Prospective Buyer will be delivered to Broker within five (5) days of such destruction. In addition, any oral Confidential Information will be held by Prospective Buyer and kept subject to the terms of this Agreement.

6. In the event that Prospective Buyer is required (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or other processes) to disclose any Confidential Information, it is agreed that Prospective Buyer will provide Broker with prompt notice of any such requests or requirement prior to disclosing such information, and will disclose such information only in accordance with this Agreement.
7. Prospective Buyer acknowledges that neither Broker, nor any of its directors, officers, affiliates, agents, or employees makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and each such party expressly disclaims any and all liability that may be based on the Confidential Information, errors therein or omissions therefrom.
8. Prospective Buyer acknowledges that money damages may be inadequate to protect Broker or Business against breach of this Agreement, and Prospective Buyer hereby agrees that Broker or Business shall be entitled to equitable relief including, without limitation, injunctions, temporary restraining orders on an ex parte basis, and specific performance as a remedy for any such breach.
9. The parties hereto intend and expressly agree that Broker shall be a third-party beneficiary hereof and shall be entitled to enforce Prospective Buyer's obligations hereunder.
10. It is expressly understood and agreed that Prospective Buyer's execution of this Agreement is a precondition to the Broker revealing confidential information to Prospective Buyer and providing the necessary access thereto.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
12. This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter hereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement cannot be changed, modified, discharged, or terminated except by an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF THIS _____ DAY OF _____, 20__.

PROSPECTIVE BUYER:

BY: _____

TITLE: _____