

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the “Agreement”) is made between _____ (the “Buyer”), and Jonathan Hattis, as manager of American Asset Management Services, an Illinois limited liability company (the “Owner”) in consideration of disclosure of confidential information in connection with the potential sale of Halsted Plaza Shopping Center, effective on this ____ day of _____, 2024 (the “Effective Date”).

Article I: The Property

The property is commonly known as Halsted Plaza Shopping Center, and is legally described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

Article II: Confidential Information

Confidential Information refers to any information disseminated or provided to the Buyer with regards to the Property, including but not limited to an itemized rent roll, leases, income and expense statements and property inspection and environmental reports.

Article III: Disclosure

The Buyer shall not use or disclose any of the Confidential Information to any third party without the written approval of Owner, and only upon execution by any third party of a non-disclosure agreement acceptable to Owner. Buyer agrees to keep any and all information about and related to the Property completely confidential.

Buyer may disclose Confidential Information only when acting in compliance with a valid court order or other legal obligation, provided that the Buyer notifies the Seller of any such request as promptly as feasible, but in no event less than 14 days prior to any such disclosure.

Article IV: Term

This Agreement and all the terms, conditions and provisions hereof shall survive between Buyer and Owner for so long as Owner owns the Property.

Article V: General Provisions

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 Confidential Information of any successors or assigns of the Owner.

The Buyer understands and agrees that failure to perform any and all obligations hereunder, or failure to comply with any terms or conditions hereof, could cause the Owner irreparable harm 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.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be eliminated or limited to the minimum extent such that the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

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 hereby submit to the jurisdiction of such courts.

If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorneys' fees and other expenses incurred by the prevailing party.

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.

SELLER:

BUYER:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

THE NORTH 300 FEET OF BLOCK 1 IN FIRST ADDITION TO WEST PULLMAN IN THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID NORTH 300 FEET LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 29), IN COOK COUNTY, ILLINOIS.

ADDRESS: 801 W. 119th Street, Chicago, IL 60643

PIN: 25-29-202-001-0000