

CONFIDENTIALITY AGREEMENT AND REGISTRATION FORM



I/We the undersigned Accepting Party/Parties and any related entities, including brokers, (the "Accepting Party") is interested in obtaining information regarding the property/properties known as

Property Address: 109 Cary St Cary, IL 60013

(the "Property") in order to evaluate the possible acquisition (the "Proposed Transaction") of the Property. The Owner, will not deliver, and will not authorize **COLDWELL BANKER COMMERCIAL NRT** (the "Listing Broker") to deliver, to Accepting Party any information with respect to the Property which may be confidential and/or proprietary in nature unless and until Accepting Party executes and delivers this Confidentiality Agreement and Registration Form (the "Agreement") and the Agreement is executed by the Listing Broker.

By executing and delivering the Agreement and accepting the Evaluation Materials, Accepting Party hereby agrees as follows:

1. Confidentiality: Any information with respect to the Property (collectively, the "Evaluation Materials") provided to Accepting Party by Owner, Owner's Representative and/or Listing Broker any of their respective consultants, agents or employees (collectively, the "Seller Parties") will be used solely for the purpose of evaluating the possible acquisition of the Property by Accepting Party, and will not be used or duplicated for any other purpose. Accepting Party shall keep all Evaluation Materials strictly confidential provided that the foregoing shall not apply (a) to information of a public nature or learned by Purchaser from any source other than Seller, or (b) from and after the Closing Date. From and after Closing Date, Purchaser shall keep all financial information relating to the Tenants confidential. Nothing contained in this Section shall prohibit any party from disclosing information (1) to its lenders, members, partners, shareholders agents or consultants or prospective purchasers of any of the Parcels or any interest therein; provided that as a condition to any disclosure of Tenant's or Seller's financial information, Purchaser shall deliver to Seller a confidentiality agreement executed by the party receiving such information, (ii) as required by any applicable securities requirement, law or court order, or (iii) in any action between any of the following parties: Purchaser, Seller, Seller's Affiliate, any Purchaser's Affiliate and/or Tenant. Except as expressly provided in this Section, the provisions of this Section shall survive the Closing or any termination of this Agreement."

2. Return of Evaluation Materials: If, at any time, Accepting Party elects not to proceed with the Proposed Transaction, or, upon request of Owner's Representative, Accepting Party will promptly deliver to Owner's Representative all Evaluation Materials received by Accepting Party, whether received before or after the date of this Agreement, without retaining copies thereof.

3. No Disclosure: Accepting Party shall not (i) disclose the fact that discussions are taking place concerning the possible acquisition of the Property or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Property with any other person or entity, except for Owner and Listing Broker, except as may be expressly permitted elsewhere in this Agreement and, only in strict accordance with the provisions hereof.

4. No Representations by Seller Parties: None of Seller Parties makes any representations or warranties as to the accuracy or completeness of the Evaluation Materials or those actual results will conform to any projections contained therein. Owner, Owner's Representative and Listing Broker expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Evaluation Materials or in any other written, oral or other communications transmitted or made available to Accepting Party by Seller Parties, including, without limitation, e-mail, computer disks containing files with financial data or projections.

5. No Obligation: Owner is under no legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this Agreement, the delivery of any Evaluation Materials, any discussions concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto. Buyer acknowledges that Seller has engaged a broker to represent it and Buyer shall be responsible for all compensation to any Broker with which it has dealings.

6. Accepting Party hereby agrees to indemnify and hold harmless each of the Seller Parties against any and all costs, loss, liability or expense, including attorney's fees, arising from any breach of Accepting Parties obligations under this Agreement.

7. By execution of this Agreement, Accepting Party hereby agrees NOT TO DISTURB any Tenant without the Owner's expressed permission.

**ACCEPTED AND AGREED BY PRINCIPAL:
("Accepting Party / Real Estate Investor Buyer")**

Company: _____

Signature: _____

Print Name: _____

Title: _____

Phone: _____

Address: _____

City/State: _____

Date: _____

**ACCEPTED AND AGREED BY:
("Buyer Real Estate Agent")**

Company: _____

Signature: _____

Print Name: _____

Managing Broker: _____

Date: _____

Salesperson: _____

Print Name: _____

SELLER PROPERTY INFORMATION PROVIDED BY:

Seller Real Estate Agent Name: PAUL PROANO

MLSID: 371192

Managing Broker: DRUSSY HERNANDEZ

Date:



**COLDWELL BANKER
COMMERCIAL
REALTY**