

## CONFIDENTIALITY AGREEMENT

555 Saint James Gate, Bolingbrook, IL

This will serve to confirm our understanding and agreement concerning certain material, data and information (herein "Evaluation Material") which you will make available to us in connection with a possible purchase by us of 555 Saint James Gate in Bolingbrook, IL, (the "Property"). You are prepared to furnish us with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to Cushman & Wakefield, Inc. and the owner of the Property, and agree with such parties as set forth herein. Therefore, as a prerequisite to your furnishing to us the Evaluation Material, we hereby represent and agree as follows:

- 1 The Evaluation Material furnished to us will be used solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker or agent for any other person. Therefore, we agree to keep all Evaluation Material strictly confidential; provided however, that any of such Evaluation Material may be disclosed to our directors, officers or employees, as well as our counsel, accounting firms and financial institutions (collectively, our "Representatives") who need to know such information for the purpose of assisting us with our possible purchase of the Property. Our Representatives shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence. Without limiting the foregoing, the Evaluation Material will not be used by us in any way detrimental to the Owner and will be used solely for the purpose of evaluating a possible acquisition of the Property by us. Without the prior written consent of Owner, we will not, and will direct all of our Representatives not to, disclose to any individual or entity either the fact that discussions or negotiations are taking place in consideration of the covenants and agreement contained herein.
- 2 Although you have endeavored to include in the Evaluation Material information that you believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither the Owner nor Cushman & Wakefield make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material except as set forth in a definitive agreement. We agree that the Owner and Cushman & Wakefield shall not have any liability to us as a result of our use of the Evaluation Material except if set forth in a definitive agreement and it is understood that we are expected to perform such due diligence investigations and inspections of the Property as we deem necessary or desirable and as permitted by agreement with the Owner of the Property. We are sophisticated parties in the field of real estate and are represented by counsel.
- 3 At any time, upon request by you or Owner, we will, promptly return to Owner all Evaluation Material in our possession or in the possession of any of our Representatives and destroy all copies, notes or extracts thereof as well as all copies of any analyses, compilations, studies or other documents prepared by us or for our use (whether in written form or contained in database or other similar form) containing or reflecting any Evaluation Material. The delivery or redelivery of the Evaluation Material, as the case may be, to Owner shall not relieve us of our obligations hereunder. It is understood and agreed that should we enter into a Purchase and Sale Agreement for the purchase of the Property, with respect to any provision of that Purchase and Sale Agreement which refers to the termination of the Purchase and Sale Agreement and the return of the Deposit to us, such Deposit shall not be returned to us unless and until we have fulfilled our obligation to return to Owner the materials described above.
- 4 In the event of a breach or threatened breach by us or our Representatives of this agreement, Owner shall be entitled to an injunction restraining us and our Representatives from such breach. Nothing herein shall be construed as prohibiting Owner from pursuing any other available remedy at law or in equity for such breach or threatened breach.
- 5 We also represent that no broker or agent represents us or will represent us in any possible transactions involving the Property unless we disclose it in writing to Cushman & Wakefield prior to the receipt of the Evaluation Material and that we fully agree to compensate our broker or agent. Neither Cushman & Wakefield nor the Owner are responsible for any compensation to be paid to our broker or agent.

### PROSPECTIVE PURCHASER:

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail: \_\_\_\_\_ Date: \_\_\_\_\_

Print form and return via email to [james.carpenter@cushwake.com](mailto:james.carpenter@cushwake.com), [michael.tenteris@cushwake.com](mailto:michael.tenteris@cushwake.com), [adam.tyler@cushwake.com](mailto:adam.tyler@cushwake.com) or [megan.barker@cushwake.com](mailto:megan.barker@cushwake.com)