

CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

This Confidentiality / Non-Disclosure Agreement (“Agreement”) is made and entered into effect this ____ day of _____ 201__, by and between _____, a(n) _____ (“Seller”); Murray Properties, Inc., an Illinois corporation (“Seller’s Broker”); _____, a(n) _____ (“Customer”); and _____ (“Customer’s Broker”).

WHEREAS, Seller’s Broker has been retained as the exclusive real estate broker for Seller regarding the sale of the property known as **695 Sundown Road, South Elgin, Kane County, Illinois** (“Property”).

WHEREAS, the parties have agreed to exchange certain financial information on the condition that the confidentiality of such information is safeguarded and on the further condition that such information is to be used only for the investigation with regard to the process of pursuing the potential acquisition of the Property by Customer and Customer’s Broker.

WHEREAS, Customer and Customer’s Broker acknowledge the fact that all the information, inclusive of financial reports, tenant rosters, receivable and payable reports, provided to Customer and Customer’s Broker is in fact confidential and considered Proprietary Information.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties and other valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties hereby agree to treat as confidential all actions taken and all information provided by either party to the other, its agents or employees, pursuant to this Agreement all of which the Seller has designated as “Proprietary” (such information being collectively referred to as the “Proprietary Information”).
2. Any information provided by Seller and Seller’s Broker has been prepared for use by a limited number of parties and does not purport to provide a necessarily accurate summary of the Property or any of the documents related thereto, nor does it purport to be all inclusive or to contain all of the information which a prospective buyer may need or desire. All projections have been developed and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of the Seller and therefore are subject to variation. No representation is made by Seller’s Broker or the Seller as to the accuracy or completeness of the information contained herein and nothing contained herein shall be relied on as a promise or representation as to the future performance of the Property. Customer and Customer’s Broker shall exercise independent due diligence in verifying all such information. Further, Seller’s Broker, Seller and their employees disclaim any and all liability for the representations and warranties, expressed or implied, contained in or omitted from any written or oral communication transmitted or made available to Customer and Customer’s Broker.
3. By executing this Agreement, Customer and Customer’s Broker agree to indemnify, defend, protect and hold Seller and Seller’s Broker and any affiliate of Seller or Seller’s Broker harmless from and against any and all claims, damages, demands, liabilities, losses, costs or

expenses (including reasonable attorney's fees, collectively "Claims") arising, directly or indirectly from any actions or omissions of Customer, Customer's Broker, and its employees, officers, directors or agents.

4. "Proprietary Information" shall mean any and all records, documents, financial information, contacts, discussions, discussion notes, checks issued or payments made or any related information generated by Seller and/or Seller's Broker and/or provided by Seller and/or Seller's Broker or anyone allegedly acting on Seller's and/or Seller's Broker's behalf including but not limited to its officers, directors, shareholders, lenders or representatives. All information, even that disclosed orally, shall be treated and is hereby designated as proprietary.

5. Customer and Customer's Broker agree to use such Proprietary Information only in connection with the investigation contemplated herein and agree to maintain the information in confidence. The Customer and Customer's Broker shall treat such information with the same degree of care as it accords to its own proprietary information and shall be responsible for unauthorized disclosures by persons who are or have been in their employ.

6. Customer and Customer's Broker agree that any materials, documents or information so produced shall be maintained in their sole possession and shall not be copied or distributed to any third party and will be returned to Seller's Broker in the event that an agreement is not reached between the parties.

7. Customer and Customer's Broker agree that they shall use the confidential materials and documents produced pursuant to this Agreement for the sole purpose of negotiating or attempting to negotiate an agreement with Seller to purchase the Property. Customer and Customer's Broker agree that they will not use said materials or documents for any other purpose including but not limited to any other business endeavor or any other manner which may benefit Customer and/or Customer's Broker or any third party.

8. The parties further acknowledge that Seller will be irreparably damaged if the information is disclosed according to the terms of this Agreement. Customer and Customer's Broker expressly acknowledge the value of the Proprietary Information. Accordingly, the parties agree that Seller shall be entitled to an injunction if Customer and/or Customer's Broker or any of its agents, employees, attorneys or other representative breach or threaten to breach this Agreement in addition to any other remedy otherwise available to them at law or in equity.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

10. In the event of legal proceedings to enforce any provision of this Agreement the prevailing party shall be entitled to recover its costs incurred therein, including its reasonable attorney's fees.

11. Customer and Customer's Broker hereby unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Illinois for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby. Customer and Customer's Broker agree not to commence any action, suit or proceeding relating thereto except in such courts, and further agree that service of any process, summons, notice or document

by U.S. certified mail to Customer and Customer's Broker's current addresses shall be effective service of process for any action, suit or proceeding brought in any such court.

12. Customer and Customer's Broker hereby and irrevocably unconditionally waive any objection to the venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the courts of the State of Illinois and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such order, suit or proceeding in any such court has been brought in an inconvenient forum.

13. This Agreement constitutes the complete understanding of the parties on this subject and may not be modified or amended except in writing signed by all parties and shall be binding upon Seller, Seller's Broker and Customer and Customer's Broker, their successors and assignors and shall inure to the benefit of and be enforceable by Seller, Seller's Broker and Customer and Customer's Broker, their respective successors and assigns and any manager, officer, director, stockholder or director of either thereof.

[Signature page follows]

The undersigned represent and warrant to Seller and Seller's Broker that the undersigned has full power and authority to enter into this Agreement on behalf of Customer and Customer's Broker.

The effective date of this Agreement shall be as first written above.

AGREED AND ACCEPTED:

Customer:	_____	Customer's Broker:	_____
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Address:	_____	Address:	_____
City, State, Zip:	_____	City, State, Zip:	_____
Phone:	_____	Phone:	_____
Fax:	_____	Fax:	_____
Email:	_____	Email:	_____

Seller's Broker Contact Information:

Seller's Broker: Murray Properties, Inc.
Agent: Jace Murray, President/Seller's Broker
Address: 473 Dunham Road, Suite 200
City, State, Zip: St. Charles, Illinois 60174-5726

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