

**PRINCIPAL
CONFIDENTIALITY AGREEMENT**

EMAIL TO: _____
ATTENTION: _____

RE: **901 Carlow Drive, Bolingbrook, IL (the "Property")**

This will serve to confirm your agreement concerning certain material, data and information regarding the Property (herein "Evaluation Material") which we will make available to you on or after the date of this agreement for study in connection with a possible purchase or subsequent financing.

Cushman & Wakefield ("Agent") and or Seller ("Seller") are prepared to furnish you with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the condition that you treat such Evaluation Material confidentially as detailed below and confirm certain representations to us. Therefore, as a prerequisite to us furnishing to you the Evaluation Material, you hereby represent and agree as follows:

1. The Evaluation Material furnished to you will be used by you solely for evaluating a possible transaction exclusively for your own account as a principal in the transaction. Therefore, you agree to keep all Evaluation Material strictly confidential; provided, however, that any such Evaluation Material may be disclosed to your affiliates and your and their respective directors, officers, employees, partners, advisors (including, but not limited to consultants, financial advisors and financing sources), lawyers, accountants and lenders (such parties actually receiving Evaluation Material from you or at your direction, collectively, "Representatives") who need to know such information for the purpose of assisting you with your possible purchase or subsequent financing of the Property. Notwithstanding the foregoing, you and your Representatives shall be entitled to use the Evaluation Material for purposes of evaluating, as a lender, a financing of the acquisition of the Property. Such Representatives shall be informed by you of the confidential nature of such information, shall be directed by you to comply with the confidentiality and non-use provisions of this agreement. You are liable for any Representative's breach of this agreement.

You will not, and will direct your Representatives to not, copy or duplicate the Evaluation Material (except that you may copy Evaluation Material for your Representatives). You will, at your sole election, either destroy or return, and will direct your Representatives to destroy or return, the Evaluation Material to us promptly if requested by us in writing; provided that you and your Representatives may retain copies of the Evaluation Material for the purposes of and for so long as is required by (i) any applicable law or regulation, or (ii) any internal policies governing records retention, corporate governance or computer back-up and archiving maintained by you and your Representatives; it being acknowledged and agreed that any Evaluation Material so retained shall remain subject to the terms of this agreement. In such event, we may have the right, in addition to any other right we may have, to seek injunctive relief to restrain any breach or threatened breach by you or your Representatives of this agreement.

In addition, unless otherwise agreed upon herein, you agree that you will not disclose and you will direct your Representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person, the fact that the Evaluation Material has been made available to you, that discussions or negotiations between you and us are taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition or subsequent financing of the Property.

Although we have endeavored, for your convenience, to include in the Evaluation Material information which we believe to be relevant for the purpose of helping you in your evaluation of the Property for possible purchase or subsequent financing, you understand and acknowledge that we make and have made no representation or warranty to you as to the accuracy or completeness of the Evaluation Material and have made no attempt to verify the data contained therein. You agree that we will not have any liability to you as a result of your use of the Evaluation Material, except as otherwise provided in a definitive agreement relating to the Property and it is understood that you are expected to perform your own studies and are responsible for such diligence investigations and inspections of the Property, including investigation of any environmental conditions, as you deem necessary or desirable and as permitted by agreement with us.

2. Your obligations to keep the Evaluation Material confidential shall not include information that: (i) is or becomes publicly available other than as a result of acts by you or your Representatives in breach of this agreement; or (ii) was in your or your Representatives' possession on a non-confidential basis prior to the disclosure of such Evaluation Material hereunder; or (iii) is subsequently obtained by you or your Representatives from a source other than Agent or Seller not known by you to be bound by a confidentiality agreement with, or subject to any other contractual or legal obligation of confidentiality to, Agent or Seller with respect to such information; or (iv) is independently developed by you or your Representatives without reference to or use of any Evaluation Material; or (v) disclosed pursuant to law, regulation or a subpoena or other court order, but only to the extent specified in such subpoena or court order; provided prior to complying with any such order you shall, to the extent practical and legally permissible, give written notice to us that such demand has been made upon you and to the extent practical and not legally prohibited you shall provide us with an opportunity, at our sole cost and expense, to contest any such direction or order. Notwithstanding the foregoing, Evaluation Material may be disclosed, and no notice as referenced above shall be required, in connection with routine supervisory examinations by regulatory authorities with jurisdiction over you or your Representatives; provided that you or your Representatives, as applicable, inform any such authority of the confidential nature of such information and request confidential treatment of such information in accordance with such authority's policies and procedures.

3. Seller expressly reserves the right, at its sole discretion, to withdraw the Property from the market, to modify its marketing plan, or to reject any and all expressions of interest or offers to purchase the Property and/or to terminate discussions with any entity at any time with or without notice. Seller has no legal commitment or obligation to any entity reviewing the Evaluation Material or making any offer to purchase unless and until a written purchase and sales agreement has been executed and all obligations there under satisfied or waived.

4. You have been advised that Agent is acting on behalf of Seller only as exclusive broker in connection with the investment in the Property. Therefore, you agree to pay all brokerage commissions, finder's fees, and other compensation to which any broker, finder, or other person who may be entitled in connection with the sale or subsequent financing of the Property if such claim or claims for commissions, fees or other compensation based in whole or in part on dealings with you or any of your Representatives (except Agent whose compensation is payable by Seller)

The obligations under this agreement shall terminate upon the earlier of the first anniversary of the date of this agreement or the date of closing any transaction regarding the Property between you and Seller. This agreement shall be governed by and construed in accordance with the laws of the state where the Property is located without reference to its conflicts of law provisions.

ACCEPTED AND AGREED to this _____ day of _____, 2022.

Signature of Principal: _____

By (Please Print): _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____