



Broker: Addison Real Estate Company Inc (“Addison”)

Property: _____

Addison has been retained to be the exclusive broker on behalf of the seller for the potential sale of the Property. Addison requires that Recipient read, execute and return to Addison this Confidentiality Agreement (“Agreement”) prior to providing Recipient with any further information concerning the Property including an Offering Memorandum (“Memorandum”).

Addison has prepared the Memorandum for release to a select and limited number of third parties in order to facilitate the negotiations of a sale of the Property. Although the information contained in the Memorandum is believed to be accurate, neither Addison nor Seller intends for the Memorandum to be all inclusive or to contain all information that may be necessary or desired by Recipient. The information contained in the Memorandum, including any projections, are based upon certain assumptions concerning the economy, real estate market, location, trends, population and various other factors that are beyond the control of Addison and Seller. No representation is being made in this Agreement or the Memorandum by either Addison or Seller as to the accuracy or the completeness of the information provided in this Agreement or the Memorandum. Recipient shall not rely upon any statement in this Agreement or any statement, projection, document or other information contained in the Memorandum as a representation or warranty by Addison or Seller, of any kind, including but not limited to an indication of future value or performance of the Property. Addison and Seller, as well as their owners, partners, shareholders, managers, members and employees disclaim any and all liability for any representations and warranties, either express or implied, contained or omitted from this Agreement or the Memorandum or any other communication transmitted to Recipient. It is expected that Recipient shall conduct its own due diligence in all relevant areas concerning the Property. Recipient understands that there may be changes in the condition and business of the Property from and after the time that Recipient receives the Memorandum.

Recipient understands that the following information concerning the Property is deemed confidential (the “Confidential Information”): the Memorandum, any and all economic data, economic projections, leases and other agreements affecting the Property, demographic studies, rent rolls, surveys, drawings, designs, sketches, models, construction plans, engineering studies architectural plans, and all other information provided by Addison or Seller that is not of public record and which either Addison or Seller identify as Confidential.

In consideration of Addison’s disclosure to Recipient of the Confidential Information, the Recipient agrees to keep the Confidential Information confidential and that the Confidential Information will not be disclosed by the Recipient in any manner whatsoever, in whole or in part, to any third party without prior written consent of Discloser (except to necessary advisors such as Recipient’s realtor, attorney, accountant and financial advisor): and shall not be used by the Recipient for any purpose other than negotiating the potential sale of the Property to Recipient. Without the prior written consent of Addison, Recipient shall not disclose to any person the fact that the Recipient has received any Confidential Information from Addison. The Recipient shall be fully liable for any breach of this Agreement.

Recipient shall not retain any copies of the Confidential Information and nothing in this Agreement shall be construed as giving Recipient any license or rights with respect to any

Confidential Information which may be disclosed to Recipient. The Recipient agrees that within three (3) business days of Addison’s request, all copies of the Confidential Information in any form whatsoever will be delivered by the Recipient to Addison. Notwithstanding the return of the Confidential Information, Recipient will continue to be bound by the obligations contained in this Agreement.

Recipient acknowledges that Seller is obligated to pay a fee to Addison pursuant to a Listing Agreement. Recipient agrees to indemnify, save and hold harmless Addison and Seller, their members, owners, shareholders, managers, affiliates and employees from any loss, liability, claim or expense, including reasonable attorney’s fees, arising from or related to any claim by any other broker, agent, or finder for commissions, fees or other compensation or being involved with the sale of the Property to Recipient.

Addison and Seller reserve the right, at any time and in their sole discretion, to cease any discussions concerning the Property and/or to reject any expressions of interest in the Property by any and all third parties. Nothing herein or in the Memorandum shall obligate Seller to completing the sale of the Property until such time as a written agreement for the sale of the Property has been fully executed, delivered and approved by Seller and any conditions to the Seller’s obligations under any such agreement have been satisfied or waived.

The Recipient acknowledges and agrees that, in the event of any breach of this Agreement, Broker and/or Seller would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which they may be entitled in law or equity, Addison and/or seller shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of the Agreement and/or to compel specific performance of the Agreement, and that Recipient will not oppose the granting of such relief.

Recipient hereby agrees to indemnify and hold Addison and seller harmless from and against any loss, damage or expense arising out of any disclosure or misuse of the Confidential Information which Recipient has caused, permitted or failed to prevent.

AGREED AND ACCEPTED this _____ day of _____ 20:

RECIPIENT:

Signature: _____ Fax: _____

Printed Name: _____ Email: _____

Company: _____ Phone: _____

Address: _____