

## Confidentiality Agreement

Property: \_\_\_\_\_

Potential Buyer: \_\_\_\_\_

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This confidentiality Agreement (“Agreement”) confirms the mutual understanding of \_\_\_\_\_ the Owner of record of the Property (“Owner”), the undersigned “Potential Buyer” and the undersigned Buyers’ Broker and the Sellers’ Broker Wall Street Property Group, Inc. in connection with the Potential Buyer’s interest in the Property.

Wall Street Property Group, Inc. has been retained to exclusively market and Broker the sale/lease of the Property. Any interest in or questions regarding the Property shall be directed to Wall Street Property Group, Inc. Under no circumstances shall the Owner of the Property, his Tenants, employees or independent contractors be contacted directly. All discussions, contact, offers or correspondence regarding the Property shall be made through Wall Street Property Group, Inc. Tours of and visits to the property are conducted by Wall Street Property Group, Inc. and shall be arranged through Wall Street Property Group, Inc., by appointment only.

Wall Street Property Group has prepared an Investment Analysis, Investment Summary and other marketing materials, which may be written, electronic, or verbal form, (hereinafter “Marketing Materials”) to provide summary information to prospective investors and to establish a preliminary level of interest in the Property. The information contained in the Marketing Materials is not a substitute for a thorough due diligence investigation. Although the information contained in the Marketing Materials has been secured by sources believed to be reliable, Wall Street Property Group, Inc. and the Owner make no representation or warranty, express or implied, as to the accuracy or completeness of the information and hereby expressly exclude any such representations or warranties. Wall Street Property Group, Inc. has not conducted an investigation or verified the information. All potential investors in the property are responsible to take appropriate steps to verify all information through their own due diligence and investigation and assume the risk for any inaccuracies or inconsistencies. Potential Buyer and Seller agree that neither Wall Street property Group, Inc. and Seller shall not have any liability whatsoever for any reason to Potential Buyer or any of their representatives resulting from the use of the Marketing Materials by any person or entity in connection with the potential sale to or other investment by Potential Buyer in the Property.

The information contained in the Marketing Materials regarding the financial and other operations of the Property, other than information already in the public domain, is highly sensitive, proprietary and of a confidential nature (hereinafter, "Confidential Information"). Such Confidential Information shall not be disclosed, duplicated, or distributed to any person or entity without prior written permission from Wall Street Property Group, Inc. or Owner unless required by law. Potential Buyer and Seller shall use their best efforts and utmost due diligence to safeguard the Confidential information and protect it against disclosure or misuse, but in no event shall Potential Buyer use less than a degree of diligence.

Potential Buyer agrees that it is not due and will not seek from Wall Street Property Group, Inc. or the Owner any other brokerage commission or fee or other compensation in connection with Potential Buyer's potential acquisition of or investment in the Property, other than amount stated in this agreement. Potential Buyer further acknowledges that he or she is not represented by, has had no discussion with and has not received any information included but not limited to phone calls, emails, facsimiles, correspondence or materials regarding the Property from any other agent other than the Broker identified below. Potential Buyer agrees to indemnify and hold Wall Street Property Group, Inc. harmless from and against any claims, causes of action or other liabilities including without limitation reasonable attorney's fees and court costs which may be incurred regarding any claims for real estate commissions or broker fees sought by any other brokers in connection with Potential Buyer's acquisition of or investment in the Property.

Broker Commissions:

Selling Broker Commission: \_\_ percent \_\_\_\_\_

Selling Brokerage: Wall Street Property Group, Inc.

Buyer's Broker Commission: \_\_ percent \_\_\_\_\_

Buyers Brokerage: \_\_\_\_\_

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event that Potential Buyer and/or Broker or their representatives breach or fail to comply with the terms and conditions of this agreement, Wall Street Property Group, Inc. shall be entitled to exercise any right, power or remedy available by law or in equity including, without limitation, specific performance or injunctive relief. This agreement contains the entire understanding between the parties and may not be amended except by an instrument in writing and signed and/or initialed by all parties.

**AGREED AND ACCEPTED:**

Potential Buyer Name: \_\_\_\_\_

Potential Buyer Signature: \_\_\_\_\_ Date \_\_\_\_\_

Buyers Broker/Agent: \_\_\_\_\_

Buyers Broker/Agent Signature: \_\_\_\_\_ Date \_\_\_\_\_

Brokerage Name: \_\_\_\_\_ Brokerage Address: \_\_\_\_\_

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

Seller(s) Signature: \_\_\_\_\_

Sellers Broker Name: \_\_\_\_\_ Brokerage Address: \_\_\_\_\_

Sellers Broker Signature: \_\_\_\_\_ Date \_\_\_\_\_