

NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT

The undersigned recipient (BUYER) acknowledges that PREMIER COMMERCIAL REALTY (PCR), BROKER, has informed the BUYER, as recipient, of the availability and confidential details concerning the possible sale/purchase of the designated property as follows:

Spring Ridge Drive, Spring Grove, IL

The BUYER agrees that all dealings and negotiations concerning the subject business and/or property will be coordinated and handled through PCR. The BUYER understands and agrees that any information with respect to the Client Company furnished to the recipient is highly sensitive and strictly confidential and the BUYER will maintain such information with utmost confidentiality. The BUYER understands that all such information is being furnished solely in connection with its consideration of an acquisition of the Client Company. The recipient agrees to take steps to ensure that such information about the Client Company obtained by the BUYER or any of its' employees, officers, agents, attorneys, or personal advisors shall remain confidential and shall not be disclosed or revealed to outside, uninvolved persons or entities, or used in any manner inconsistent with the Confidentiality Agreement without PCR's and the client's company prior express written permission. The recipient has agreed that any unauthorized disclosure will constitute a material breach of this agreement by the BUYER.

PCR makes no representations or warranty as to the accuracy and truthfulness of information furnished with respect to the Client Company. The recipient acknowledges and agrees that any information provided with respect to the Client Company has been provided by the Client Company as set forth in a signed Broker Agreement and is subject to the provisions thereof. The BUYER further acknowledges that it is their sole responsibility to perform a due diligence review prior to acquisition of the Client Company.

In the event the undersigned should decide not to pursue the acquisition of the subject Client Company, or the said business and/or property is no longer available, the BUYER shall promptly return all information and material on the subject business and/or property to PCR without retaining copies, summaries, analyses or extracts thereof.

BUYER acknowledges that Broker is the agent of the owner of the Business and/or property and not the agent of BUYER and neither the BUYER nor its legal or financial advisors shall attempt to circumvent or interfere with Broker's contract with the owner of the Business and/or property or Broker's right to a fee from owner pursuant to said contract. BUYER further acknowledges that if he interferes with the broker's contractual right to any fee, that he may be personally liable for said fee. Any brokerage fee shall be paid by the Business and/or property owner and not the BUYER, unless otherwise agreed in writing by the parties.

If requested to do so, BUYER agrees to provide a personal and/or business and/or property financial statement to Broker and the Business and/or property owner, and BUYER hereby authorizes said parties to obtain, through standard reporting, credit agencies, financial and credit information about BUYER or the business and/or property represented by BUYER.

Damages for wrongful disclosure of any confidential business and/or property information or trade secrets covered by this Agreement shall include all direct, indirect, or consequential damages as well as all legal costs, attorney's fees incurred to enforce any provision of this agreement.

Facsimile signatures shall be acceptable in lieu of original signatures.

The undersigned acknowledges receipt of a copy of this document, and agrees and accepts the terms and conditions as set forth above.

AGREED: (THIS WILL BE USED FOR MAILING INFORMATION; PLEASE PRINT CLEARLY)

Name (Signature) Date Street Address

Home and Office Phone City, State, and Zip

PREMIER COMMERCIAL REALTY

By: **Kevin Kaplan** KevinK@PremierCommercialRealty.com

**RETURN BY EMAIL OR FAX TO: Premier Commercial Realty, 9225 S. Route 31, Lake in the Hills, IL 60156. Phone 847-854-2300
Fax Number 847-854-2380 (Retain copy for records)**