



CONFIDENTIALITY AGREEMENT AND REGISTRATION FORM

Confidential Flooring Business with Real Estate (Retail Showroom with Warehouse & Office Space) For Sale

Sam Shah / Diana Peterson

Please return the completed document via fax to 312-676-1867
or
via email to sam.shah@svn.com

The undersigned wishes to acquire a certain business (the "Subject Business") from the owner thereof ("Owner"), SVN AuctionWorks represents the Owner in such transaction as its real estate broker according to the terms and conditions set forth in a separate listing agreement.

All inquiries and offers received with respect to the Subject Business shall be promptly referred to SVN AuctionWorks, with advice to all persons, companies and firms with whom you come in contact that SVN AuctionWorks is the Owner's exclusive real estate broker.

I/We the undersigned and any related entities, including brokers, (the "Accepting Party") are interested in obtaining information regarding the sale of the Subject Business in order to evaluate the possible acquisition (the "Proposed Transaction") thereof. The Owner, will not deliver, and will not authorize SVN AuctionWorks to deliver, to Accepting Party any information with respect to the Subject Property, which may be confidential and/or proprietary in nature unless Accepting Party executes and delivers this Confidentiality Agreement and Registration Form (the "Agreement") to Owner. By executing and delivering this Agreement and accepting the Evaluation Materials, Accepting Party hereby agrees as follows:

- 1. Confidentiality:** Any information with respect to the Subject Business (collectively, the "Evaluation Materials") provided to Accepting Party by Owner, SVN AuctionWorks, or any of their respective consultants, agents or employees (collectively, the "Seller Parties") will be used solely for the purpose of evaluating the possible acquisition of the Subject Business by Accepting Party, and will not be used or duplicated for any other purpose. Accepting Party shall keep all Evaluation Materials strictly confidential provided that the foregoing shall not apply (a) to information of a public nature, or (b) from and after the closing of the Accepting Party's acquisition of the Subject Business. Provided, however in no event (except as specifically set forth below) shall Accepting Party disclose to any third party any financial information relating to any tenant of the Subject Property. Nothing contained in this Section shall prohibit Accepting Party from disclosing information (i) to its lenders, members, partners, shareholders, attorneys or consultants and then only to the extent necessary for Accepting Party to evaluate whether to proceed with the Proposed Transaction provided that as a condition to any disclosure of any of the Evaluation Materials, Accepting Party shall advise any such third parties of the confidentiality of the Evaluation Materials and shall require such third parties to abide by the terms and conditions of this Agreement and not disclose the Evaluation Materials to any individual or entity, and to that effect, Accepting Party shall deliver to Owner a confidentiality agreement in form and substance acceptable to Owner executed by the third party receiving such Evaluation Materials, or (ii) as required by any applicable securities requirement, law or court order. Except as expressly provided in this Agreement, the provisions of this Section shall survive the closing of Accepting Party's acquisition of the Subject Business or any termination of this Agreement.
- 2. Return of Evaluation Materials:** Accepting Party agrees that the Evaluation Materials are, and will remain, the property of the Owner and if Accepting Party, at any time, elects not to proceed with the Proposed Transaction, or, upon request of request of Owner or SVN AuctionWorks accepting Party shall promptly return to the Owner all Evaluation Materials provided by the Owner, SVN AuctionWorks, any agent of either of them, or any other party, or any materials generated as a result of a review of any such Evaluation Materials and destroy any copies of same in Accepting Party's or any third party's possession, whether received before or after the date of this Agreement, without retaining copies thereof.
- 3. No Disclosure:** Accepting Party shall not (i) disclose the fact that discussions are taking place concerning the possible acquisition of the Subject Business or any of the terms thereof, or (ii)



conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Subject Business with any other person or entity, except for Owner and SVN AuctionWorks, except as may be expressly permitted elsewhere in the Agreement and, only in strict accordance with the provisions hereof.

- 4. **Third Party Beneficiaryv Enforcement and Damages:** Accepting Party acknowledges and agrees that Owner is a third party beneficiary of this Agreement, and either or both of Owner and SVN AuctionWorks shall be entitled to enforce the terms and conditions of this Agreement. Accepting Party acknowledges and will not contest that the unauthorized disclosure of the Evaluation Materials or any other violation, or threatened violation of this Agreement by Accepting Party may cause irreparable damage to Owner and/or SVN AuctionWorks, and thus, either or both of Owner and SVN AuctionWorks may use any and all means to enforce the terms and conditions of this Agreement, and may seek any and all remedies, including without limitation, specific performance and injunctive relief. Accepting Party agrees that the Owner and SVN AuctionWorks shall be entitled to seek an injunction prohibiting Accepting Party from any such disclosure, attempted disclosure, violation or threatened violation of this Agreement without the necessity of proving damages or furnishing a bond or other security. Accepting Party agrees to indemnify, defend and hold Owner and SVN AuctionWorks harmless from and against all damages, losses and costs (including reasonable attorneys' fees) resulting from any such actual, attempted or threatened disclosure or violation. This Agreement will be effective as of the date hereof and continue for three years. By execution of this Agreement, Accepting Party hereby agrees NOT TO DISTURB any tenant of the Subject Business without the Owner's express written permission. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Illinois, without giving effect to conflict of law principles. Each party hereto consents exclusively to subject matter and in personal jurisdiction and venue in any court of competent jurisdiction in Cook County, Illinois. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be amended or modified except in writing signed by both parties.

Agreed to and acknowledged as of the dates set forth below.

ACCEPTING PARTY:

SVN AuctionWorks:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Listing Broker

Date: _____, 2017

Date: _____, 2017