



BUYER CONFIDENTIALITY/NON-CIRCUMVENT AGREEMENT

This Brokerage & Confidentiality Agreement ("Agreement") is entered into, as of the date below, by and between At World Properties, LLC, d/b/a @properties ("@properties") ("@ properties commercial") and

(Including any affiliates of either, collectively the "Accepting Party"). The parties are collectively referred to herein as the "Parties."

The Accepting Party is interested in obtaining information regarding real property commonly known as the **1233 W. Adams Street, Chicago, IL 60607** (the "Property") in order to evaluate the possible acquisition (the "Proposed Transaction") of the Property by Accepting Party from a private party ("Owner"). Owner has hired @properties Commercial as its Exclusive Agent to sell the Property. By signing this Agreement and learning the location of the Property and identity of the Owner, Accepting Party hereby agrees as follows:

1. **Confidentiality.** Any information, oral and written, with respect to the Property, including, but not limited to, the Property address, owner's identification, and Property characteristics provided to Accepting Party by @properties commercial, its designated agents, Owner, Owner's representatives, and/or any of their respective consultants, agents or employees will be used solely for the purpose of evaluating the possible acquisition of the Property by Accepting Party, will not be used for any other purpose, nor disseminated to anyone not specifically excepted in the balance of this paragraph. Accepting Party shall keep all Property information strictly confidential; provided, however, that such information may be delivered to such persons or entities who because of their involvement with the Proposed Transaction need to know such information for the purpose of giving advice with respect to, or consummating, the Proposed Transaction (i.e. attorneys, lenders etc..., all of whom are collectively referred to as "Related Parties"); provided, however, that any such Related Parties shall be informed by Accepting Party of the confidential nature of such information and shall be directed by Accepting Party, and Accepting Party shall cause such Related Parties, to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement. In any event, Accepting Party will be responsible for such Related Parties complying with the confidentiality provisions hereof. Accepting Party will not communicate with tenants of the Property, if any, without the prior written consent of Owner.

2. **No Interference or Circumvention.** The Parties shall not directly or indirectly interfere with, or circumvent or attempt to circumvent, avoid, by-pass or obviate each other's financial or other interests, or the interest or relationship between @properties commercial and the Owners.

3. **Representations by Owner.** @properties commercial makes no representations or warranties of any kind as to the accuracy or completeness of any of the information provided to Accepting Party by Owner or Owner's representatives, and @properties commercial expressly disclaims any and all liability for representations or warranties, express or implied, oral or written, made by any person or entity to Accepting Party about or concerning the Property or the Transaction.

4. **No Obligation.** Owner is under no legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this Agreement, the disclosure of information about or regarding the Property, any discussions concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto.

5. **Duration of Agreement.** This Agreement shall automatically expire twenty four (24) months after the date of the Agreement, unless extended in writing and signed by @properties commercial and Accepting Party.

6. **Duties of @properties commercial.** Upon execution of this Agreement by both parties, the only express duties and obligations of @properties commercial to Accepting Party are to provide Accepting Party with the Property address, Owner identification, and the Owner's asking price for the Property, and any other information provided to @properties commercial by Owner and which @properties is specifically authorized to disclose by Owner.

7. **Modifications.** No amendment, alteration or modification to the terms of this Agreement, including, but not limited to, the amount of or time for payment of the commission, shall be valid and binding unless made in writing and signed by both @properties commercial and Accepting Party.

8. **Default.** In the event of default by Accepting Party, as to any of the material obligations of this Agreement, including, but not limited to, the payment of an earned commission or the duty of confidentiality, @properties commercial is free to pursue any remedy available to it, whether at law or in equity. Further, and beginning upon the declaration of default by @properties commercial against Accepting Party, @properties commercial shall have the right to and shall recover from Accepting Party all of @properties commercial costs and expenses, including reasonable attorney's fees and court costs, incurred as a result of Accepting Party's default, whether or not suit is filed.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10. **Prohibited Conduct.** It is illegal for either the Owner or @properties commercial to refuse to display or sell to any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by Article 3 of the Illinois Human Rights Act.

11. **Facsimile or Other Signatures.** Signatures transferred via facsimile or e-mail shall be deemed an equivalent, original, legal and binding version of this Agreement as though it was an originally signed document.

12. **Authority.** The person signing this Agreement on behalf of each party represents and warrants that such person has the full right and authority to enter into this Agreement on behalf of such party and to fully bind such party to the terms and obligations of this Agreement.

13. **Entire Agreement.** This Agreement contains the entire understanding of the Parties hereto. No change, modification or waiver of any provisions of this Agreement will be binding unless in writing and signed by all relevant and necessary parties to the modification.

Date of Agreement: _____

At World Properties, LLC, d/b/a @properties - @ properties commercial

By:  _____
Its Manager

AGREED TO BY:

Buyer Signature Date

Buyer Print Name

Buyer Company Name

Buyer Phone & Email

Buyer's Broker Signature Date

Buyer's Broker Print Name

Buyer's Broker Company Name

Buyer's Broker Phone & Email

Please email this completed agreement to Sherry Kelly,
sherry@atproperties.com or mail to Sherry Kelly, 1740 Ridge Ave.
Suite 100 Evanston, IL 60201.