**CONFIDENTIALITY AGREEMENT**

**Owner** (together with its parents, affiliates and subsidiaries, “Owner”) has furnished and intends to furnish certain information to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Recipient”) in connection with Recipient's and/or its affiliates’ evaluation of a possible transaction (the "Transaction") for the below Subject Property. In pursuit of the above and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Recipient hereby agree, as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, as follows:

Subject Property: 702 W Fulton Market St, Chicago, IL 60661

1. All information of any kind furnished to Recipient by Owner in connection with the sale Transaction, whether in writing or orally (the “Information”), shall be treated as the proprietary, confidential and trade secret information of Owner and shall not be disclosed by Recipient to any other party (other than as determined appropriate by Owner and Recipient) or used by Recipient in any manner whatsoever other than to allow Recipient to evaluate a possible transaction of the Subject Property.

2. Recipient's obligations pursuant to this Agreement shall remain in full force and effect from the date hereof through the date one year from the date hereof.

3. Recipient shall not disclose the Information disclosed hereunder except as described in Section 1. The term “Information” shall include any information (or part thereof) that pertains directly or indirectly to the subject property and may include, but not be limited to, property marketing materials such as flyers (hard copy and electronic), Offering Memorandums (hard copy and electronic), tenant and property financial information, appraisals, leases, surveys, environmental reports, engineering reports, warranties, legal documents, inspection reports, certificates of occupancy and other third party reports that pertain directly or indirectly pertain to the subject property.

4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral, written and other agreements between the parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by all the parties hereto. Neither the rights nor the obligations of either party under this Agreement may be assigned without the prior written consent of the other party. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement which can be given effect without such invalid or unenforceable provision shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.

5. This Agreement shall be governed by, and construed in accordance with the laws of the state for which the property(s) is located.  Any litigation arising out of this Agreement or the transactions contemplated hereby shall be brought in the courts of the said state and the parties hereto consent to the venue of such courts.

IN WITNESS WHEREOF, each of Recipient and Owner by their respective officers hereunto duly authorized have executed and delivered this Confidentiality Agreement as of the respective date set forth above.

OWNER RECIPIENT

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

Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_