

## CONFIDENTIALITY AND FEE AGREEMENT

**THIS CONFIDENTIALITY AND FEE AGREEMENT** (this "Agreement") is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by \_\_\_\_\_ together with its subsidiaries, officers, agents, advisors or affiliates ("**Recipient**"), in favor of AW Properties Global ("**AW**").

**WHEREAS**, Recipient has requested certain information from AW that is of a confidential nature relating to a sale of real estate and an operating business or businesses located in \_\_\_\_\_, Illinois and identified by the name of \_\_\_\_\_;

**WHEREAS**, the protection of such confidential information is of critical importance and unique value to AW and its business, and AW is willing to disclose such confidential information to Recipient only in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of these premises and the disclosure to Recipient by AW of the Confidential Information, Recipient covenants and agrees as follows:

**1. Confidential Information.** The "**Confidential Information**" referred to in and protected by this Agreement shall mean all data, descriptions, reports, rent rolls and other information contained therein, and all information relating thereto disclosed to Recipient by AW, its employees, directors, officers and agents.

**2. No Unauthorized Use or Disclosure.** Recipient acknowledges and agrees that the Confidential Information has been established at great expense to AW, and that AW would suffer great loss and injury if Recipient would disclose or permit to be disclosed any of the Confidential Information. Recipient covenants and agrees that it will not, at any time, directly or indirectly, use or make use of the Confidential Information for any purpose other than evaluating or promoting a potential transaction involving the Property and Recipient will not permit any other person or entity to make any use of the Confidential Information except as specifically authorized by AW. Recipient further covenants that it will not divulge or disclose, or authorize or permit any other person or entity to divulge or disclose, any of the Confidential Information to any person or entity; provided, however, that the Confidential Information may be disclosed to those of Recipient's consultants, accountants, attorneys, advisors, officers, directors, employees, clients and agents who will take part in evaluating and promoting the Property solely for the purpose of making such determination and provided that any such disclosure is made subject to and such persons agree to be bound by the terms of this Agreement. At AW's request, Recipient shall return and deliver to AW all of the Confidential Information and any memoranda, papers, notes, records, writings, reports, and documents, including all copies of the foregoing, containing or referring to any of the Confidential Information.

**3. Remedies.** Recipient acknowledges that an irreparable injury may result to AW and its business in the event of a breach of any of the covenants of Recipient contained in this Agreement. Recipient also acknowledges and agrees that the damages or injuries which AW may sustain as a result of any such breach are difficult to ascertain and money damages alone may not be an adequate remedy to AW. Recipient therefore agrees that if a controversy arises concerning the obligations of Recipient under this Agreement, such obligations shall be enforceable in a court of equity by a decree of specific performance and AW shall also be entitled to any injunctive relief necessary to prevent or restrain any violation of the provisions of this Agreement. Such relief, however, shall be cumulative and non-exclusive and shall be in addition to any other remedy to which the parties may be entitled.

4. **Waiver.** The failure of AW to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any other right granted hereunder or of the future performance of any such term, covenant or condition.

5. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed such invalidity or unenforceability shall not affect any other provision of this Agreement; the remaining covenants, restrictions and provisions hereof shall remain in full force and effect; and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable.

6. **Benefit.** This Agreement shall be binding upon and shall be enforceable against Recipient and its successors and assigns, and shall inure to the benefit of and shall be enforceable by AW and its successors and assigns.

7. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement and understanding between the parties hereto in reference to the matters herein agreed upon, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties in connection with the subject matter hereof. This Agreement may only be amended or modified by an agreement in writing signed by Recipient and AW.

8. **Miscellaneous.** This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed, performed and enforced in accordance with the laws of the State of Illinois, without giving affect to its conflict of laws provisions. The headings contained in this Agreement are included for informational purposes only and shall not be used to construe the intent of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by both of the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party. Signatures hereon transmitted via facsimile or in PDF format via electronic mail shall be binding upon the parties with the same force and effect as original signatures.

9. **No Representations or Warranties by AW about the Property.** Whether or not deemed to be Confidential Information, any information provided to Recipient through AW is obtained from sources that AW believes to be reasonably reliable, however, AW makes no representations or warranties, expressed or implied, as to the accuracy of any such information. All persons or entities reviewing any information about the Property are strongly encouraged to perform their own due diligence regarding the Property and to consult their architectural, engineering, financial, legal and any other professional advisors before making any decisions based on information regarding the Property.

10. **Relationship Between Recipient and AW.** Execution of this Agreement constitutes Recipient's acknowledgement that AW shall serve as Recipient's purchasing advisor with respect to any efforts by Recipient to consider and/or acquire the Property. Recipient shall neither directly nor indirectly, undertake any efforts to contact the owner of the Property and/or its affiliates (the "Owner") without the express consent of AW. In the event that Recipient, or one of its affiliates, closes on the purchase of the Property within the term of this Agreement, Recipient shall pay to AW, in immediately available funds at closing, a commission referral fee equal to six percent (6%) (the "Buyer's Fee") of the purchase price.

11. **Term.** The provisions of this Agreement will be in full force and effect until the earlier of: (a) the second anniversary of the Effective Date; or (b) the purchase of the Property by a third party unrelated to the Recipient (the "Term"). However, should the Recipient submit an offer for the Property during the Term, and Recipient closes on the acquisition of the Property from the Owner after the duration of the Term, Recipient shall be bound to the compensation provisions, as applicable, under Paragraph 10 of this Agreement.

**IN WITNESS WHEREOF**, Recipient has executed this Confidentiality and Fee Agreement as of the Effective Date.

**RECIPIENT:**

Signature \_\_\_\_\_

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

Title: \_\_\_\_\_

Company \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_