

Rick Levin & Associates, Inc.
Non-Disclosure Agreement

This Non-Disclosure Agreement (Agreement) made this ____ day of _____, 2025, between _____ (Receiving Party), and Rick Levin & Associates, Inc. (Disclosing Party) an Illinois corporation. For good and valuable consideration, including the mutual agreements hereinafter recited, the parties hereby agree as follows:

1. **Acknowledgment.** Receiving Party understands that Disclosing Party has disclosed or may disclose certain confidential information relating to the the property commonly known as 100-112 Light Road, Oswego, IL (“Property”) including without limitation operating, environmental, and financial information as well as other statements and data related to the Property (“Confidential Information”).
2. **Secrecy:** The Receiving Party shall maintain in secrecy, all of the Confidential Information, as defined below, in accordance with the terms of this Agreement, and Confidential Information from the Disclosing Party shall not use the Confidential Information other than for the purposes specified herein, or disclose the Confidential Information to any third party, without the written consent of the Disclosing Party. Further, the NDA shall provide that none of the recipients, its employees, agents, representatives, affiliates, or advisors shall contact any occupants or tenant(s) at the Property or any of its or their employees without the prior written approval of Auctioneer or Seller.
3. **Confidential Information and Exclusions:** The Disclosing Party contemplates providing to the Receiving Party, either orally or in writing, information considered Confidential Information not readily available or otherwise known to the public. Such Confidential Information, whether marked or identified as such or not, may include, but not be limited to, information related to the purchase of the office building property located at 100-112 Light Road, Oswego, IL.
4. **Non-Disclosure:** The Receiving Party agrees to hold the Confidential Information information in strict confidence and to take all precautions to protect the Confidential Information and agrees not to disclose any Confidential Information to any person or entity other than to its officers, directors, employees, agents, representatives or advisors (individually each a “Representative” and collectively “Representatives”) who need to review the information to further the business evaluations contemplated by the parties. Any Representative given access to any Confidential Information must have a legitimate “need to know” and shall be subject to an obligation of confidentiality with respect to the Confidential Information
5. **Return of Information.** All Confidential Information furnished to the Receiving Party shall remain the property of the Disclosing Party. The Receiving Party agrees upon the written request of the Disclosing Party to return all Confidential Information and copies thereof to the Disclosing Party and to destroy any notes, analyses, studies or other writings prepared by the Receiving Party containing or based on the Confidential Information.
6. **Specific Performance and Injunction.** The Receiving Party agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving Party or its officers, directors or employees, and that in addition to all other remedies, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable

relief as a remedy for any such breach. Notwithstanding any provision contained herein the contrary, the Receiving Party is responsible for any actions of a Representative that are in violation of this Agreement.

7. Disclosures Required by Law. Notwithstanding anything to the contrary herein, the Receiving Party's obligations of confidentiality or non-disclosure hereunder shall be subject to any disclosure requirements imposed by law or rule of stock exchange, or any judicial or governmental order. In the event that the Receiving Party, or anyone to whom it transmits any Confidential Information, becomes legally compelled to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice before such Confidential Information is disclosed so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party will exercise best efforts to obtain a protective order or other reliable assurances that confidential treatment will be accorded the Confidential Information.
8. Governing Law; Jurisdiction. This Agreement is made subject to and shall be construed under the laws of the state of Illinois.
9. Successors and Assigns. For purposes of this Agreement, each party shall include (to the extent applicable) the officers, directors, employees, agents, representatives, attorneys, joint ventures, partnerships, affiliates, subsidiaries, and divisions of the party, and any other entity or entities which such party controls or which controls it, and, further, shall include any transferee, successor and assign of the assets of the party.
10. Limitation. Neither this Agreement nor the exchange of Confidential Information between the parties shall create or be relied on by either party as a basis for creating any license between the parties under any patent, or other intellectual property rights of the Proprietor of the Confidential Information, or any other license between the parties in the absence of any express written license agreement between them. The exchange of information is for the sole purpose of evaluating the purchase opportunity of the aforementioned property located at 100-112 Light Road, Oswego, IL.
11. Third Party Beneficiary. It is the intention of the parties that the Seller shall be a third-party beneficiary of the promises and agreements of Receiving Party hereunder, and as such shall be entitled to enforce such promise in the beneficiary's own name and on the beneficiary's own behalf.
12. The prevailing party in any action to enforce this Agreement shall be entitled to costs and fees (including attorneys' fees and expert witness fees) incurred in connection with such action. The individual executing this Agreement on behalf of a corporation or other legal entity personally represents that he or she is duly authorized to execute this Agreement on behalf of such entity and that this Agreement is binding upon such entity.
13. The exchange of Confidential Information between the parties does not create an obligation to sell or otherwise continue discussions with Receiving Party for the purchase and sale of the property located at 100-112 Light Road, Oswego, IL.

IN WITNESS WHEREOF, and intending to be legally bound, this Agreement has been executed by the parties as of and effective from the date first written above.

Return Executed NDA to: Lisette Torres, Lisette@ricklevin.com

Company Name: _____

Rick Levin & Associates, Inc.

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____