

**NONDISCLOSURE OF CONFIDENTIAL INFORMATION AND  
NONCIRCUMVENTION AGREEMENT**

**THIS NONDISCLOSURE OF CONFIDENTIAL INFORMATION AND NONCIRCUMVENTION AGREEMENT** (the "Agreement") made and entered into this day of \_\_\_\_\_ 2009, by and between **Alliance Real Estate Advisors, Inc.**, an Illinois corporation ("Alliance") and \_\_\_\_\_, a corporation or entity ("Prospective Buyer") established in the State of \_\_\_\_\_, as this agreement pertains to said real estate properties, identified and located at \_\_\_\_\_ ("Property").

**WITNESSETH:**

**WHEREAS**, Prospective Buyer and Alliance are discussing a possible business association involving a real estate transaction which shall include but not be limited to the Property; and

**WHEREAS**, the parties desire that the Business affairs and all Confidential Information (as hereinafter defined) of Alliance and the owner of the Property and the Property be kept in the utmost confidence and Prospective Buyer desires to maintain such confidence and agrees not to disclose any information obtained about the business affairs of Alliance, or the Confidential Information of Alliance or the owner of the Property and its associated Property, related parties, or operation without the express written consent of Alliance;

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises herein contained and other good and valuable consideration, the parties intending to be legally bound do hereby agree as follows:

**1. Noncircumvention of Alliance.**

Alliance will provide confidential information about the Property to Prospective Buyer in exchange for Prospective Buyer's promise that it will not circumvent Alliance in any eventual investment or purchase of the Property. Prospective Buyer agrees to refrain from circumventing Alliance in any dealings either directly or indirectly. Specifically, Prospective Buyer agrees not to disclose the identity of the owner of the Property, or any Confidential Information, as more fully described below, to third parties for the purposes of obtaining investment capital, loans, contracts or other valuable interests, commitments, instruments, or property which Alliance or the owner of the Property might utilize in the sale, lease, development or exploitation of the Property.

**2. Confidential Information of Prospective Buyer and Alliance.**

(a) The term "Confidential Information" means all information concerning the Property (whether prepared by the owner of the Property, its advisors or otherwise and irrespective of the form of communication) that is furnished to the Prospective Buyer, its representatives now or in the future, by the owner of the Property or by Alliance, on behalf of the owner of the Property, including but not limited to technical data, designs, plans, drawings, ideas, business methods, processes, systems, formulations, business techniques, formulas, customer lists, customer requirements, marketing resources, supplier names, financial records and information, tax returns, and other proprietary information and documentation. Confidential Information also shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by the owner of the Property or its representatives, including but not limited to, Alliance.

(b) Prospective Buyer acknowledges that the Confidential Information is and shall at all times be the property of Alliance. Prospective Buyer acknowledges that the Confidential Information is held in strict confidence by Alliance and that every effort is made to make such Confidential Information inaccessible to any outside parties or those not named in this Agreement. Prospective Buyer further acknowledges that the use of the Confidential

Information by Prospective Buyer other than with the express written consent of Alliance would cause severe and irreparable injury to Alliance and would be with the intention of harming Alliance.

(c) As a condition to such Confidential Information being furnished to the Prospective Buyer and its directors, officers, members, employees, partners agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers, potential partners, potential financing sources and financial advisors) (collectively, "representatives"), Prospective Buyer agrees to treat such information in accordance with the provisions of this letter agreement, and to take or abstain from taking certain other actions hereinafter set forth.

(d) Therefore, Prospective Buyer, during the term of this Agreement and for a period of three (3) years following the termination of this Agreement (the "Nondisclosure Term"), shall not disclose the Confidential Information to any third party and during the "Nondisclosure Term" shall not pursue any Business Opportunity related to the Property or use the Confidential Information for any purpose other than those purposes expressly permitted in writing by Alliance.

3. **Indemnification.** Prospective Buyer on the one hand and Alliance on the other hand agree to indemnify, defend and hold harmless the other from and defend against all liabilities, obligations, costs, damages, losses and expenses, including without limitation, attorneys' fees and court costs, suffered or incurred by such party arising out of any breach of this Agreement by the indemnifying party or any of them, and if applicable, their respective affiliates, directors, officers, agents, and employees.

4. **Remedies.** In addition to the other rights and remedies available to the parties hereto with respect to any breach of this Agreement, the parties and each of them acknowledge and agree that a party shall be entitled to enjoin the continuance thereof through a temporary restraining order, temporary injunction, and/or a permanent injunction. The parties may pursue any of the remedies described in this Paragraph concurrently or consecutively in any order as to any such breach or violation, and the pursuit of one of any such remedies at any time will not be deemed an election of remedies or waiver of the right to pursue the other of such remedies as to that breach or violation, or as to any other breach or violation.

5. **Term.** This agreement shall terminate and the terms and conditions of this agreement shall cease to have force and effect on the earlier of (i) three years from the date hereof and (ii) the consummation of the Transaction.

6. **Notices.** Unless otherwise specified within a provision of this Agreement all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is electronically or mechanically generated and kept on file by the sending party); (iii) three business days after deposit with the United States Mail when sent by registered or certified mail; or (iv) one business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same.

7. **Severability.** If any provision of this Agreement is declared illegal, unenforceable, ineffective or inoperative for any reason, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby. Any court of competent jurisdiction, upon such finding, shall be empowered to modify any such illegal, unenforceable, ineffective or inoperative provisions in order to carry out the intent of the parties to this Agreement.

8. **Waiver.** Any waiver by any party, expressed or implied, or breach of any provision of this Agreement shall not be deemed a waiver of such provision or any subsequent breach of the same or any other provision hereof. Failure of a party to declare any breach upon the occurrence thereof or any delay by any party in taking action with respect thereto shall not waive such breach.

