

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made as of _____, 20____
by and between _____ ("Recipient") and GLADE OUTLOT 3A, LLC
("Owner").

WHEREAS, Recipient has expressed an interest in purchasing certain real property located in Euless, Texas, known as Lot 2, Block E, Glade Parks (the "Property") and, in connection with the preparation of an offer, desires to receive and review certain information, documents and materials of Owner that are confidential, proprietary and/or otherwise not generally available to the public ("Confidential Information");

WHEREAS, Owner is willing to make certain Confidential Information available to Recipient for its review, subject to the provisions of this Agreement;

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidentiality. Recipient shall keep all Confidential Information that it receives confidential. "Confidential Information" includes all oral, electronic and written information, data, and other material, including, without limitation, all property, leases, rent rolls, financial and leasing files and reports, and all other information of any nature that previously or subsequently will be provided or made available to Recipient, directly or indirectly, that relates or pertains in any manner to the Property, any potential sale thereof (including without limitation, any proposed terms of any proposed sale) and the existence, content, terms, conditions and/or facts of any discussions between Recipient and Owner concerning any of the forgoing. Confidential Information shall not include information that is or becomes generally available to the public other than as a result of a disclosure by Recipient, was already known by Recipient provided the source of such information was not bound by any confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information, or is disclosed to Recipient on a non-confidential basis from a source other than Owner, provided the source of such information was not bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. Recipient shall bear the burden of proving that any information is within any of the forgoing exceptions.

2. Special Provision - Starbucks. Any and all documents and information furnished by Owner to Recipient pertaining to Starbucks Corporation and its business at the Property shall be deemed and treated as Confidential Information under this Agreement. Recipient hereby agrees to be bound by the terms of Section 23.18 of that certain Commercial Lease dated March 16, 2017 between Owner (as Landlord by assignment from Glade Infrastructure, LLC) and Starbucks Corporation (as Tenant), such terms being set forth verbatim in Exhibit A attached hereto and incorporated herein by reference with the same force and effect as though fully set forth herein.

3. Disclosure. The Confidential Information shall be used by Recipient solely for the purpose of evaluating the potential purchase of the Property and shall not be used for any other purpose. Recipient shall not copy, electronically scan or otherwise load into a data base, duplicate, publish or disclose to any person, firm, corporation, company, association, partnership, trust or other entity, in any manner or form whatsoever, without Owner's prior written consent of each instance, any Confidential Information for any reason or purpose whatsoever. Recipient shall not make notes or summaries regarding the Confidential Information. Recipient may disclose or permit Confidential Information to be disclosed to Recipient's directors, officers, employees, agents, affiliates or consultants ("Representatives") who have a legitimate need to know the Confidential Information in order for the parties to negotiate, participate in, or perform related services with respect to the possible transaction, and in such case, Recipient shall require such Representatives to maintain the Confidential Information confidentially consistent with the terms of this Agreement and who agree to be bound as set forth herein. If Recipient becomes legally compelled (by subpoena or similar legal process) to disclose any Confidential Information, Recipient shall provide Owner with prompt notice of such requirement so Owner may seek an appropriate protective order. If Owner is unable to obtain or waives in writing its right to seek such protective order, Recipient shall disclose only

that portion of the Confidential Information which, in the opinion of its counsel, it is legally compelled to disclose, and such disclosure shall not be deemed to be a violation of this Agreement.

4. Return of Confidential Information. All written Confidential Information, and any copies thereof, shall be returned to Owner upon the earlier of Owner's request for such return, Recipient's election not to submit an offer, or Owner's notice to Recipient that Recipient's offer, if any, has not been accepted. In addition, Recipient shall promptly destroy all electronic Confidential Information and confirm same in writing to Owner upon request.

5. Site Inspections. Recipient shall not conduct any site inspection at or of the Property or initiate any contact or communication with, or respond to any contact or communication of, any owner, tenant, occupant or property manager of the Property, without obtaining in each instance the prior written consent of Owner.

6. Sale Process. Owner has not made any sale offer to Recipient and is not obligated to accept any purchase offer by Recipient or any other person. Nothing contained in this Agreement requires either party to enter into or continue any discussions or negotiations, or to enter into any agreement in connection with any discussions, negotiations or otherwise, or obligate any of the parties to the other (except as provided by this Agreement), or preclude Owner from entering into any negotiations or any agreements with any other party. Neither the submission of any Confidential Information to Recipient nor any discussions, negotiations or other communications (whether written or oral), including, without limitation, any letters of intent, shall constitute any binding offer, option or purchase and sale agreement with respect to the Property. Except as to the terms of this Agreement, no party shall be legally bound to the other in any way until a final, formal purchase and sale agreement, designated as such, has been negotiated, executed and delivered by both parties, under terms that are acceptable to each party in each party's sole and absolute discretion, and any such negotiations, discussions or communications shall be non-binding, and each party shall have the absolute right, with or without cause, to withdraw from, terminate and/or modify such discussions or negotiations without any liability whatsoever to the other party.

7. Disclaimers. Recipient agrees that all Confidential Information is provided to Recipient on an "AS IS" basis, and no such information constitutes any warranty or representation, express or implied. No express or implied warranties or representations of any kind are made as to the Confidential Information or the Property. Without limiting the foregoing, Recipient agrees that Owner does not represent or warrant that such Confidential Information is valid, accurate, complete, or current. Recipient shall be solely responsible for conducting its own independent investigation and agrees it will not rely upon any Confidential Information. No legal liabilities are assumed or implied by Owner with respect to any Confidential Information. Recipient hereby expressly disclaims and releases all claims or causes of action that Recipient may now or in the future have against Owner for liability that may be based on the Confidential Information, including, without limitation, errors therein and omissions therefrom.

8. Brokerage. Owner's listing broker is Venture Commercial Real Estate, LLC. If Recipient engages its own broker or sales person with respect to the Property, then Recipient shall pay when due whatever commission or other sums may be due such person.

9. Invalidity. If any provision of this Agreement is deemed void, invalid, or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby.

10. No License. Neither this Agreement nor disclosure of any Confidential Information by Owner to Recipient shall be construed as granting Recipient or its Representatives any licenses or rights in respect of the Confidential Information disclosed to it. Recipient shall not appropriate the Confidential Information for its own use or to the use of any third party and shall only use the Confidential Information for the benefit of Owner for the purposes set forth herein.

11. Remedies. Recipient agrees that Owner shall be entitled to injunctive relief in the event of a violation of the terms of this Agreement. Such remedy shall be nonexclusive, and in addition to all other remedies available at law or equity. Owner shall be entitled to recover its reasonable legal fees in any action to enforce this Agreement.

12. Successors and Assigns. This Agreement may not be assigned by Recipient without the prior written consent of Owner. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of any permitted successors and permitted assigns. The terms of this Agreement shall be independent of, and unless otherwise expressly agreed, this Agreement shall survive the execution of any further documents or agreements between the parties.

13. Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof or preclude the exercise of any other or further right, power or privilege hereunder, nor will any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other rights, powers or privileges hereunder. No right, power, privilege or provision under this Agreement shall be deemed waived unless such waiver is in writing and signed by the parties.

14. Entire Agreement. This Agreement is an entire agreement and supersedes all prior or contemporaneous negotiations, understandings and agreements, written or oral, between Recipient and Owner with respect to the subject matter hereof. This Agreement may not be amended or modified except by written agreement signed by each party. This Agreement shall be governed by the laws of the State of Illinois located without regard to conflict of laws. Recipient agrees that it has not been induced in the making, execution or delivery of this Agreement by any representations, warranties, understandings or agreements made by or on behalf of Owner, except as contained in this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof, but all of which together shall constitute one in the same instrument. A signed copy of this Agreement transmitted by fax or email shall be treated as an original document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the above date.

RECIPIENT:

By: _____

Its: _____

Address for Notices:

OWNER:

GLADE OUTLOT 3A, LLC
a Delaware limited liability company

By: _____

Its: _____

Address for Notices:

6723 Weaver Road, Suite 108
Rockford, Illinois 61114
Attn: Zachary R. Knutson

Exhibit A

Special Provision - Starbucks

23.18 CONFIDENTIALITY OF LEASE. From and after the date lease negotiations were entered into and throughout the Term of this Lease, the parties shall not disclose any of the terms, covenants, conditions or agreements set forth in the letters of intent or in this Lease or any amendments hereto, nor provide such correspondence, this Lease, any amendments hereto or any copies of the same, nor any other information (oral, written or electronic) which is communicated by or on behalf of Tenant or on behalf of Landlord relating to Tenant's proposed development of the Premises (including, without limitation, architectural plans, specifications, site plans and drawings) or Tenant's business, to any person including, without limitation, any brokers, any other tenants in the Building or the Property or any affiliates, agents or employees of such tenants or brokers except as set forth herein, without the other party's written consent or except as required by subpoena or otherwise required by law or ordered by a court with appropriate authority provided the disclosing party seeks available protective orders. Each party hereby acknowledges that the disclosure of the foregoing to any third party would cause material damage to the other party hereto, and Landlord and Tenant each agrees to indemnify, save and hold the other party hereto harmless from and against any and all damages suffered by such party which are attributable to any disclosure by the indemnifying party in violation of the terms of this provision. Notwithstanding the foregoing, Landlord may disclose the terms of this Lease to those of its partners, managers, employees, consultants, property managers, attorneys, accountants, current or potential mortgagees, lenders or purchasers of the Property who agree to be bound by the terms of this Section and Tenant may disclose the terms of this Lease to those of its partners, managers, employees, consultants, property managers, attorneys, accountants and current or potential lenders, assigns or subtenants who agree to be so bound.