

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”), effective as of May __, 2020 (the “**Effective Date**”), is by and among (i) Howard B. Samuels, not individually, but solely as trustee/assignee (the “**Trustee/Assignee**”) for the benefit of creditors of Arlington Plating Company (“**APC**”), an Illinois Corporation (“**APC Estate**”) and (ii) Howard B. Samuels, not individually, but solely as holder of the power of direction (the “**Holder Beneficiary**”) of that certain Trust No. 8002383358 (the “**Land Trust**”) (Holder Beneficiary and Trustee/Assignee are herein referred to individually as a “**Disclosing Party**” and together the “**Disclosing Parties**,” and the Land Trust is referred to collectively with the APC Estate as the “**Estate**”) and [BUYER], a [STATE OF ORGANIZATION] [ENTITY TYPE] (the “**Recipient**”).

WHEREAS, APC desires to transfer all property and assets of APC (the “**Business Assets**”) to Trustee/Assignee for the benefit of its creditors so that the property so transferred may be expeditiously sold or liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by applicable law;

WHEREAS, APC shall cause or has caused 600 Vermont, LLC to grant, convey, assign, transfer and set over (collectively, “**Transfer**”) to the Land Trust, all right, title and interest in and to the real property and improvements located at 600 S. Vermont Street, Palatine, Illinois (the “**Real Property**”) (the Business Assets and the Real Property are collectively referred to herein as the “**Property**”), to facilitate the sale of the Business Assets;

WHEREAS, in connection with the Recipient’s consideration of the possible acquisition of the Property (the “**Transaction**”) the Recipient has requested certain information concerning the Property, which is non-public, confidential, or proprietary in nature; and

WHEREAS, the Disclosing Parties wish to protect and preserve the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) “**Affiliate**” means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by, or under common Control with such Person, where “Control” and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, by power of direction or otherwise.

(b) “**Evaluation Material**” means all information, data, documents, agreements, files, and other materials (in any form or medium of communication, including whether disclosed orally or disclosed or stored in written, electronic, or other form or media) which is obtained from or disclosed by or on behalf of a Disclosing Party or its Representatives or otherwise, and whether obtained before, on or after the date hereof relating directly or indirectly to APC or any of its subsidiaries or any of their respective businesses, affairs, or prospects, or to the Property or the Transaction, including, without limitation, all notes, analyses, compilations, reports, forecasts, data, studies, samples, interpretations, summaries, information related to environmental compliance/non-compliance and/or violation of any environmental law, regulation or policy, chemical disposal, building use compliance/non-compliance, environmental studies and/or

appraisals (including phase 1 environmental assessments), surveys, inspection reports, engineering reports, and other documents and materials (in any form or medium of communication, whether oral, written, electronic, or other form or media) prepared by or for the Recipient which contain or otherwise reflect or are derived or based in whole or in part on such information, data, documents, agreements, files, or other materials. The term "Evaluation Material" as used herein does not include information that: (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of its disclosure directly or indirectly by the Recipient or its Representatives in violation of this Agreement); (ii) was available to the Recipient on a non-confidential basis from a source other than a Disclosing Party or its Representatives, provided that such source, to the Recipient's knowledge after reasonable inquiry, is not and was not bound by a confidentiality agreement with respect to such information or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary obligation; or (iii) has been independently acquired or developed by the Recipient without reference to the Evaluation Material.

(c) "**Person**" means any individual, corporation, limited or general partnership, limited liability company, limited liability partnership, trust, association, joint venture, governmental entity, or other entity.

(d) "**Representatives**" means, as to any Person, such Person's Affiliates, and its and their respective directors, officers, employees, managing members, general partners, agents, and consultants (including attorneys, financial advisors, and accountants).

Other terms not specifically defined in this Section 1 shall have the meanings given them elsewhere in this Agreement.

2. Use of Evaluation Material and Confidentiality. The Recipient shall keep the Evaluation Material strictly confidential and shall not use the Evaluation Material for any purpose other than to evaluate, negotiate, and consummate the Transaction. The Recipient shall not disclose or permit its Representatives to disclose any Evaluation Material except: (a) if required by law, regulation, or legal or regulatory process, and then only in accordance with Section 5; or (b) to its Representatives, to the extent necessary to permit such Representatives to assist the Recipient in evaluating, negotiating, and consummating the Transaction; provided, that the Recipient shall require each such Representative to be bound by the terms of this Agreement to the same extent as if they were parties hereto. Recipient shall be responsible for any breach of this Agreement by any of its Representatives except for breaches committed by any such Representative that has executed its own confidentiality agreement with the Disclosing Parties with respect to the Transaction.

3. Discussions to Remain Confidential. Except for such disclosure as is necessary, in the written opinion of the Recipient's counsel, to not to be in violation of any applicable law, regulation, order, or other similar requirement of any governmental, regulatory, or supervisory authority, the Recipient shall not, and shall not permit any of its Representatives to, without the prior written consent of the Disclosing Parties, disclose to any Person: (a) the fact that the Evaluation Material has been made available to the Recipient or its Representatives or that the Recipient or its Representatives has received or inspected any portion of the Evaluation Material; (b) the existence or contents of this Agreement; (c) the fact that investigations, discussions, or negotiations are taking or have taken place concerning the Transaction, including the status thereof; or (d) any terms, conditions, or other matters relating to the Transaction.

4. No Representations or Warranties; No Other Obligation. The Recipient understands and agrees that no Disclosing Party, or any of their respective Representatives: (a) have made or make any representation or warranty hereunder, expressed or implied, as to the accuracy or completeness of the Evaluation Material; or (b) shall have any liability hereunder to the Recipient or its Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom. The parties agree that unless and until definitive agreements with respect to each of the Business Assets and Real Property, respectively, between the applicable Disclosing Party and Recipient have been executed and delivered with respect to the Transaction, no Disclosing Party will be under any legal obligation of any kind whatsoever with respect to the Transaction, including any obligation to: (i) consummate a Transaction; (ii) conduct or continue discussions or negotiations; or (iii) enter into or negotiate a definitive agreement. The Disclosing Parties reserve the right, in their sole discretion, at any time and for any reason or no reason, to reject any and all proposals made by the Recipient or on its behalf with regard to the Transaction, to terminate discussions and negotiations with the Recipient at any time, and to enter into any agreement with any other Person without notice to the Recipient or any of its Representatives.

5. Required Disclosure. If the Recipient or any of its Representatives is required, in the written opinion of the Recipient's counsel, to disclose any Evaluation Material, by law, regulation, or legal or regulatory process, the Recipient shall: (a) take all reasonable steps to preserve the privileged nature and confidentiality of the Evaluation Material, including requesting that the Evaluation Material not be disclosed to non-parties or the public; (b) give the Disclosing Parties prompt prior written notice of such request or requirement so that the applicable Disclosing Party may seek, at its sole cost and expense, an appropriate protective order or other remedy; and (c) cooperate with the applicable Disclosing Party to obtain such protective order. In the event that such protective order or other remedy is not obtained, the Recipient (or such other Persons to whom such request is directed) will furnish only that portion of the Evaluation Material which, on the advice of the Recipient's counsel, is legally required to be disclosed and, upon the applicable Disclosing Party's request, use its best efforts to obtain assurances that confidential treatment will be accorded to such information.

6. Return or Destruction of Evaluation Material. In the event the Recipient decides not to proceed with a Transaction, Recipient shall promptly inform the Disclosing Parties. In that case, or at any time upon a Disclosing Party's written request in its sole discretion and for any reason, the Recipient shall promptly, and in any event no later than five (5) days after the request, destroy or return all Evaluation Material (including all copies, extracts, or other reproductions) to the applicable Disclosing Party and, to the extent Evaluation Material is destroyed, certify in writing to the applicable Disclosing Party that such Evaluation Material (including any Evaluation Material held electronically) has been destroyed. Notwithstanding the return or destruction of Evaluation Material, the Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.

7. No Solicitation. Except with the express permission of the Disclosing Parties, the Recipient agrees that until the earlier of (a) the consummation of the Transaction, or (b) the two (2) year anniversary of the Effective Date (the "**Restrictive Period**"), neither the Recipient nor its Representatives will directly or indirectly solicit or hire any officer, director, or employee of APC, or any of its respective subsidiaries, except pursuant to a general solicitation that is not directed specifically to any such employees. Except with the express permission of the Disclosing Parties, during the Restrictive Period, neither the Recipient nor its Representatives, and each of them shall cause its or their Affiliates not to, directly or indirectly, (i) induce or attempt to induce any APC customer, prospective customer, vendor, supplier, sales representative, referral source or other Person to cease its business with APC or to do

business with any Person that competes or proposes to compete with APC; or (ii) otherwise interfere or attempt to interfere in any manner with APC's relationships with any customer, prospective customer, vendor, supplier, sales representative, referral source or other Person.

8. Remedies. The parties agree that money damages would not be a sufficient remedy for any breach or potential breach of this Agreement by the Recipient or any of its Representatives (treating the Recipient's Representatives as if they were signatories hereto) and that without prejudice to any other rights and in addition to all other remedies it may be entitled to, each of the Disclosing Parties shall be entitled to seek specific performance and injunctive or other equitable relief without proof of damages and without the necessity of posting any bond or other security as a remedy for any such breach or potential breach. In the event that either party institutes any legal suit, action, or proceeding against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

9. No Waiver of Privilege. To the extent that any Evaluation Material includes materials or other information subject to the attorney-client privilege, work product doctrine, or any other applicable privilege or doctrine concerning pending or threatened legal proceedings or governmental investigations, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention, and mutual understanding that the sharing of such material or other information is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or information or its continued protection under the attorney-client privilege, work product doctrine, or other applicable privilege or doctrine as a result of disclosing any Evaluation Material (including Evaluation Material related to pending or threatened litigation) to the Recipient or any of its Representatives.

10. Term. This Agreement shall continue for a period of two (2) years after the Effective Date.

11. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted in the federal courts of the United States or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice, or other document by mail to such party's address set out herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

12. Entire Agreement; Amendments. This Agreement sets forth the entire agreement regarding the Evaluation Material, and supersedes all prior negotiations, understandings, and agreements. No provision of this Agreement may be modified, amended, or changed except by a writing signed by the parties hereto.

13. Severability. If any provision of this Agreement, or the application thereof to any Person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provision as applied to other Persons, places, or circumstances shall remain in full force and effect.

14. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile, email, or other electronic delivery (with oral or written confirmation of receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set out in this Agreement (or to such other address that may be designated by a party from time to time in accordance with this Section 14).

15. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the non-assigning party. Any purported assignment without such consent shall be void and unenforceable.

16. Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. NO RECOURSE AGAINST DISCLOSING PARTY PERSONALLY. THIS DOCUMENT IS EXECUTED BY THE DISCLOSING PARTY, NOT PERSONALLY, BUT SOLELY AS TRUSTEE/ASSIGNEE UNDER THAT CERTAIN TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS OF APC, LLC, AND AS HOLDER BENEFICIARY UNDER THE LAND TRUST, IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED AND VESTED IN HIM AS SUCH TRUSTEE/ASSIGNEE AND AS SUCH HOLDER BENEFICIARY, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY EVERY PARTY HERETO AND BY EVERY PERSON NOW OR HEREAFTER CLAIMING ANY RIGHT OR INTEREST HEREUNDER THAT NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE DISCLOSING PARTY OR ON ANY OF HIS AGENTS UNDER SAID TRUST AGREEMENT OR LAND TRUST. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DISCLOSING PARTY IN HIS INDIVIDUAL CAPACITY SHALL HAVE NO

LIABILITY FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT UNDER THIS AGREEMENT AND EVERY PARTY HERETO AND EVERY PERSON NOW OR HEREAFTER CLAIMING ANY RIGHT OR INTEREST HEREUNDER AFTER HEREBY AGREES NOT TO ASSERT ANY SUCH CLAIM FOR ANY REASON WHATSOEVER AGAINST DISCLOSING PARTY IN HIS INDIVIDUAL CAPACITY AND AGREES THAT ITS SOLE RECOURSE UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED SOLELY TO THE ASSETS OF THE ESTATE.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement to be effective as of the date first above written.

[RECIPIENT NAME]

By _____

Name:

Title:

Address:

By _____

Howard B. Samuels, not individually but solely as trustee/assignee for the benefit of creditors of the Arlington Plating Company

Address:

350 North LaSalle Drive, Suite 1100
Chicago, IL 60654

By _____

Howard B. Samuels, not individually but solely as holder of power of direction of the Trust No. 8002383358

Address:

350 North LaSalle Drive, Suite 1100
Chicago, IL 60654