



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on this _____ of _____ 20__ by and between **SRS Real Estate Partners** and/or any of its affiliated entities (“Presenter”) and _____ of _____ (“Recipient”) (collectively, the “Parties”).

Property Name: MULTI-TENANT FAIRVALUE ANCHORED CENTER

Property Address: 2025 Morganton Boulevard SW Lenoir, North Carolina 28645

WHEREAS, the Presenter is in possession of certain proprietary and confidential data and information related to the subject property located at the address above in contemplation of a Potential Transaction (hereinafter defined); and

WHEREAS, each of the Parties recognizes and acknowledges the competitive value and confidential nature of the Confidential Information (hereinafter defined) and the damage that could result if any part of the Confidential Information received by it were used improperly or disclosed to any third party.

NOW THEREFORE, in consideration of the disclosure of this Confidential Information and the covenants made herein, the Presenter agrees to disclose this Confidential Information subject to the following terms and conditions:

1. **Potential Transaction Defined.** In connection with a Potential Transaction, the Presenter may deliver to Recipient information of a non-public nature for use by each of the Parties and by certain of their respective officers, directors, agents, employees, affiliates and representatives, including financial and legal advisors, as, in such Recipient’s judgment, need to know such Confidential Information to evaluate the Potential Transaction (such persons to whom a party to the transaction may provide Confidential Information, collectively, the “Representatives”).

2. **Confidential Information Defined.** The Parties acknowledge that, in the course of their consideration of a Potential Transaction, and in the course of any concurrent or subsequent discussion between the Parties or their Representatives relating to a Potential Transaction, the Recipient may receive certain Confidential Information. As used herein, the term “Confidential Information” shall include, but not be limited to non-public information from, or about, the subject property or their respective affiliates; their respective tenants or customers; their or their respective tenants’ or customers’ businesses, financial condition, operations or prospects, as well as technical, financial and business plans and models, names of customers or partners, proposed business deals, reports, market projections, software programs, data or any other confidential or proprietary information relating to the subject property or their affiliates or their tenants or customers or the Potential Transaction. Confidential Information as used herein also includes information supplied by the Presenter prior to the execution of this Agreement, and such Confidential Information shall be considered in the same manner, and be subject to the same treatment, as the Confidential



Information made available after the execution of this Agreement. Confidential Information as used herein shall also include the existence of discussions and the fact that any discussions have taken, or are taking, place.

3. Exclusions from Definition. Confidential Information as used herein does not include any information which (i) is already known to the Recipient or its Representatives at the time that it is disclosed to the Recipient; provided that such prior knowledge can be substantiated by written records and documents; or (ii) is or has become generally known to the public through no wrongful act of the Recipient in violation of the terms of this Agreement; or (iii) is obtained by the Recipient or its Representatives from a third party who has the right, to the Recipient's knowledge, to disclose the information, or (iv) is or has been approved for release by a written authorization by the Presenter, or (v) is independently developed by the Recipient or its Representatives without use directly or indirectly of the Confidential Information received from the Presenter, provided that such independent development can be substantiated by written records and documents.

4. Usage and Non-Disclosure. The Recipient agrees that it shall and shall cause its Representatives to refrain from using the Confidential Information except for the purpose of evaluating or implementing a Potential Transaction. The Recipient shall maintain the confidentiality of the Confidential Information and shall not disclose, without the prior written consent of the Presenter or except as otherwise permitted herein, such Confidential Information, in whole or in part, to any person other than its Representatives who need to know such Confidential Information in connection with the Recipient's evaluation of a Potential Transaction. Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information. The Recipient agrees to be responsible for any breach of this Agreement by its Representatives to whom Confidential Information is given, provided that a Recipient shall not be liable for any breach of its Representatives who have executed a separate confidentiality agreement with the Presenter.

5. Non-Circumvention. The Recipient hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the Presenter of profits, fees or otherwise, without the specific written approval of the Presenter.

6. Compliance with Legal Process. In the event that the Recipient or any of its Representatives is legally requested or required in the opinion of its counsel, to disclose Confidential Information to comply with any law, order, decree or governmental request or regulatory or self-regulatory process (collectively, "Law"), then such Party shall (and such Party shall use commercially reasonable efforts to cause such Representative to), to the extent permissible under Law and reasonably practicable, promptly notify the Presenter of such request or requirement prior to disclosure so that the other Party may seek (at its sole costs) an appropriate protective order and/or waive compliance with the terms of this Agreement. If no such protective



order or other remedy is obtained, or the Presenter waives compliance with the terms of this Agreement, the Recipient or such Representatives may disclose (without any liability hereunder) only that portion of the Confidential Information that in the opinion of counsel is then required by Law to be disclosed and will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

7. Ownership: Return of Information. No license, under any trademark, patent, copyright or any other intellectual property right is either granted or implied by the conveying of Confidential Information to the Recipient. All Confidential Information (including tangible copies and computerized or electronic versions thereof) shall remain the property of the Owner/Landlord and Presenter, as afforded Presenter pursuant to separate agreement. As promptly as reasonably practicable following the receipt of a written request from the Presenter disclosing Confidential Information hereunder, the Recipient shall destroy or deliver to the Presenter all tangible materials containing or embodying the Confidential Information. Notwithstanding anything contained to the contrary herein, Recipient and its Representatives shall be permitted to retain all or any portion of the Confidential Information, in accordance with the confidentiality obligations specified in this Agreement, (a) to comply with (i) law, regulation or legal process, (ii) professional requirements or (iii) internal document retention or compliance policies are required by law, regulation or legal process or (b) created by automatic computer backup.

8. Remedies for Breach. Each of the Parties understands and agrees that money damages may not be a sufficient remedy for any breach of this Agreement and that the Presenter shall be entitled to seek such injunctive or other equitable relief remedy or forestall such breach or threatened breach and the Recipient further agrees to waive and to use its commercially reasonable efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other rights and remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

9. Right to Disclose, No Further Obligations. The Presenter warrants that it has the right to disclose to the Recipient all Confidential Information which it has disclosed or will disclose to the other Party pursuant to this Agreement. Except to the extent arising out of or relating to a definitive agreement, when, as and if executed, and subject to such limitations and qualifications as may be set forth therein, the Presenter make no representations or warranties, express or implied, with respect to the Confidential Information disclosed hereunder. No Party shall be liable for indirect, incidental or consequential, or punitive damages of any nature or kind resulting from or arising in connection with this Agreement. Further, the Parties agree that this Agreement does not obligate either of the Parties to enter into any further agreements or to proceed with any possible relationships, joint venture, or other transaction.

10. Term; Termination. Either of the Parties may terminate the exchange of Confidential Information under this Agreement at any time by written notice to the other Party



specifically referencing this Agreement. In any event, however, the obligations of the Recipient to maintain the confidentiality of the Confidential Information it has received under this Agreement shall indefinitely continue.

11. No Waiver; Amendment; Exclusive Agreement. No failure or delay by either of the Parties in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. This Agreement shall not be modified, supplemented or amended except by a writing signed by both Parties hereto. This Agreement represents the exclusive agreement between the Parties in connection with the subject matter hereof.

12. Applicability to Affiliates. Any Confidential Information disclosed by an affiliated company of either the Owner/Landlord or Presenter which would otherwise constitute Confidential Information hereunder if disclosed by the Presenter, shall be deemed to constitute Confidential Information under this Agreement, and the rights of such party under this Agreement may be enforced by any such affiliate as if such affiliate were also a party to this Agreement. The Recipient may disclose any Confidential Information received hereunder to the Representatives of any of its affiliated companies; provided, that in Recipient's judgment, such Representatives need to know such Confidential Information for the purpose of evaluating the Proposed Transaction; and provided further that such Representatives comply with the provisions of this Agreement.

13. Governing Law; Counterparts. This Agreement shall be governed by, and construed, interpreted, and enforced in accordance with, the laws of North Carolina without regard to the conflict of law provisions thereof. This Agreement may be signed by the Parties in counterpart and via facsimile.

[Intentionally left blank – signatures on following page.]



IN WITNESS WHEREOF, the Parties have executed and delivered this Non-Disclosure Agreement effective as of the date first written above and shall survive later agreements or transactions of the subject property, unless otherwise written and delivered to the Parties herein.

Presenter:

SRS Real Estate Partners-SoFlo LLC

Name: Patrick Nutt

Its: Broker in Charge

NC Licence No. 281618

Recipient(s):

Broker (if any): _____

Principal/Buyer: _____

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____