



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This nondisclosure Agreement (the “Agreement”) is entered into by and between “Seller” and (“Disclosing Party”) and “Potential Buyer” (“Receiving Party”), collectively referred to as the “Parties”, for the purposes of preventing the unauthorized disclosure of Confidential Information as defined below. The Parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”). The parties agree and acknowledge that the disclosure and receipt of Confidential Information is considered adequate consideration.

1. **Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” shall include all information or material details pertaining to Seller’s properties including but not limited to details on current, past, and potential tenants; property improvements; expenses and costs; and trade secrets. Any material detail, information, or data pertinent to any sales transaction or negotiations from Seller, whether oral or written, will be automatically deemed Confidential Information, and the Receiving Party shall use common sense, utmost discretion, and prudent business judgement to protect and preserve the Confidential Information. Potential Buyer cannot disclose any information about Seller until and unless a sales contract is entered and then only if such information is necessary for financial or tax purposes related to the transaction and maintained in the strictest confidence. Nothing about the personhood of Seller may be disclosed.
2. **Exclusions from Confidential Information.** Receiving Party’s obligation under this Agreement do not extend to information that is: a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; b) discovered or created by the Receiving Party before disclosure by Disclosing Party; c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.
3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, and Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, or employee of the other party for any purpose.
6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the Parties.
7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject

not be amended except in writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. No obligation or duty contained herein may be waived orally by Potential Buyer or Potential Buyer’s agents or representatives.

This Agreement and each party’s obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative. The person signing below is confirming this they have apparent authority to bind the person or persons they represent.

Signed By: 
Disclosing Party-“Seller”
By: _____
55FAD83362AF498...
Printed Name: Jan Hensley
Owner
Title: _____
Dated: 12/5/2025

Disclosing Party-“Potential Buyer”
By: _____
Printed Name: _____
Title: _____
Dated: _____

Disclosing Party-“Potential Buyer’s Agent”
By: _____
Printed Name: _____
Title: _____
Dated: _____