

# MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into as of \_\_\_\_\_ (“Effective Date”), by and between:

**Disclosing Party:** Wilson Premier Properties (or affiliated entities)

and

**Receiving Party:** \_\_\_\_\_

(each a “Party” and collectively, the “Parties”).

---

## 1. Purpose

The Parties wish to engage in discussions regarding a potential investment, partnership, or other business relationship related to **Milan Manor** (the “Project”). In connection with these discussions, each Party may disclose certain confidential, proprietary, or non-public information.

---

## 2. Definition of Confidential Information

“Confidential Information” means any information disclosed by either Party, whether orally, visually, or in writing, including but not limited to:

- Financial information, projections, and assumptions
- Business plans, strategies, and investor materials
- Property information, plans, designs, and concepts
- Trade secrets and proprietary information
- Any information designated as confidential or that reasonably should be understood to be confidential

Confidential Information does not include information that: - Is or becomes publicly available through no breach of this Agreement - Was lawfully known by the Receiving Party prior to disclosure - Is independently developed without use of Confidential Information - Is lawfully obtained from a third party without restriction

---

## 3. Obligations of Receiving Party

The Receiving Party agrees to:

- Use Confidential Information solely for evaluating the Project
  - Not disclose Confidential Information to any third party except advisors who are bound by confidentiality obligations
  - Protect the Confidential Information with the same degree of care used for its own confidential information
- 

## 4. Non-Circumvention

The Receiving Party agrees not to circumvent, bypass, or exploit the Disclosing Party's relationships, property interests, or business opportunities related to Milan Manor without prior written consent.

---

## 5. No License or Obligation

Nothing in this Agreement shall be construed as granting any rights or licenses to Confidential Information except as expressly stated. Neither Party is obligated to proceed with any transaction.

---

## 6. Term

This Agreement shall commence on the Effective Date and continue for a period of **three (3) years**, unless terminated earlier by written notice. Confidentiality obligations shall survive termination.

---

## 7. Remedies

The Parties acknowledge that unauthorized disclosure may cause irreparable harm for which monetary damages may be insufficient. Injunctive relief may be sought in addition to other remedies.

---

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **Commonwealth of Virginia**, without regard to conflict of law principles.

---

## 9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements relating to the subject matter.

---

## 10. Execution

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

### **DISCLOSING PARTY:**

Wilson Premier Properties

By: 

Name: **Craig R. Wilson**

Title: **CEO**

Date: **3/3/2026**

### **RECEIVING PARTY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

*Draft – for discussion purposes only. Not legal advice.*