

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into by and between NBF GALLERIA, LLC ("Seller"), and _____ ("Buyer").

Recitals

A. The parties hereto desire to engage in discussions concerning a possible transaction or business relationship between them related to: Property ID # **34569300026** (the " Proposed Transaction").

B. For the purpose of evaluating the Proposed Transaction, the parties desire to make available to each other certain Information (as hereinafter defined) and the parties are willing to disclose such Information to each other for the limited purpose of assisting the parties in the evaluation of the Proposed Transaction, all in accordance with and subject to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, and each act done pursuant thereto, the parties hereto agree as follows:

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

(a) The term "Disclosing Party" shall mean the party to this Agreement which discloses or makes available Information to the Receiving Party.

(b) The term "Information" shall mean any knowledge or information, written or oral, which relates in any manner to the business of the Disclosing Party or to the Proposed Transaction including, without limitation, knowledge or information related to products, processes, services, research, development, concepts, ideas, inventions, products or services under development, designs, programming techniques, flow charts, source codes, object codes, manufacturing, purchasing, accounting, financial analysis, advertising and marketing, the identity of customers and their purchasing needs, the identity of other parties to the Proposed Transaction, any terms of the Proposed Transaction, pricing and profit data, personnel files and employees.

(c) The term "Receiving Party" shall mean the party to this Agreement to whom Information is disclosed or made available by the Disclosing Party as well as the Receiving Party's subsidiaries, parents or affiliates, its directors, officers, shareholders, members, managers, employees, agents, consultants, legal counsel, accountants and other representatives.

2. The Receiving Party will maintain all Information in confidence and will neither disclose any Information to any third person or entity nor make use of any Information for any purpose other than the purpose described herein without the prior written consent of the Disclosing Party. The Receiving Party will restrict access to the Information to only those authorized employees and other agents who must have access to the Information for the limited purpose of evaluating the Proposed Transaction, and the Receiving Party will advise all persons to whom it provides information that they are bound by this Agreement. Although the Disclosing Party has included or will include in the Information certain data that it believes to be relevant for the

purpose of Receiving Party's investigation and evaluation of the Proposed Transaction, the Disclosing Party makes no representation or warranty as to the accuracy or completeness of such Information. Neither the Receiving Party nor any of its representatives shall make any use of the Information which in any manner which might be construed by the Disclosing Party to be competitive with or detrimental to the Disclosing Party's interest in the Proposed Transaction.

3. Notwithstanding the foregoing, the Receiving Party will have no confidentiality obligation with respect to any Information which: is already known to the public prior to the date of this Agreement; becomes known to the public through authorized publication or otherwise through no breach of this Agreement by the Receiving Party; can be established by the Receiving Party by documentary evidence to have been in the legitimate and lawful possession of the Receiving Party at the time revealed by the Disclosing Party to the Receiving Party; is lawfully received by the Receiving Party without restriction from a third party subsequent to this Agreement, which third party did not obtain the Information through improper means; or is developed by the Receiving Party independently and without benefit of the Information received pursuant to this Agreement.

4. All materials and documents containing Information provided by the Disclosing Party to the Receiving Party will remain the property of the Disclosing Party. The transmission of Information to the Receiving Party does not constitute the grant to the Receiving Party of a license of any type. At such time as the parties may choose to cease consideration of the Proposed Transaction or otherwise at the Disclosing Party's request, all Information will immediately either be destroyed by the Receiving Party or returned to the Disclosing Party, together with all copies, abstracts and summaries thereof. All Information stored in electronic media will be destroyed. The Receiving Party will thereafter certify in writing to the Disclosing Party that all Information has either been returned to the Disclosing Party or destroyed.

5. The Receiving Party's obligations to maintain the Information in confidence will continue until the earlier of three (3) years from the date of this Agreement or at such time as any such Information becomes generally available to the public. If any Information becomes generally available to the public, the Receiving Party's obligations will continue only with respect to Information which has not become generally available to the public.

6. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Information, the Receiving Party agrees that it will provide the Disclosing Party with prompt written notice of any such request or requirement so that prior to such disclosure the Disclosing Party may obtain an appropriate protective order or waive compliance with the provisions of this Agreement.

7. The parties, their respective subsidiaries, parents or affiliates, and their respective directors, officers, shareholders, members, managers, employees, agents, consultants, legal counsel, accountants and other representatives shall keep confidential the fact that the parties are reviewing Information and discussing the Proposed Transaction and no such individuals or entities will issue any press release or announcement relating to the Proposed Transaction or the negotiation thereof without the prior written approval of the other interested party; provided, however, that any party may make any public disclosure it believes in good faith is required by law or regulation (in which case the disclosing party will advise the other interested party in writing prior to making a disclosure).

8. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party. In the event any provision of this Agreement is found to be invalid or unenforceable, it may be severed from the Agreement, and the remaining provisions of the Agreement shall continue to be binding and effective.

9. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Agreement but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or portable document format (.pdf).

10. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. All representations, promises, and prior or contemporaneous understandings between them are merged into and expressed in this Agreement and any and all such prior agreements are hereby canceled and integrated herein. This Agreement may not be amended, modified or supplemented except by written agreement of the parties at the time of such amendment, modification, or supplement. This Agreement will inure to the benefit of, and be binding upon, the respective legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have executed this Agreement

BUYER:

By: _____

Print Name: _____

It's: _____

Date: _____

Phone #: _____

Email: _____