

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this "**Agreement**") is made as of the Effective Date (defined below), by a Bay Valley Shopping Center, LLC Michigan limited liability company (the "**Owner**"), _____ and its client, _____ ("**Client**") with offices at _____ (_____ and Client are collectively referred to as "**Prospect**").

BACKGROUND

Owner owns Bay Valley Shopping Center, 2258 Tittabawassee Rd, Saginaw, MI 48604 (the "**Property**").

Prospect is interested in receiving information from Owner for the purpose of determining whether to proceed with negotiations for the purchase of the Property (the "**Transaction**"). To assist Prospect in connection with the Transaction, Owner has authorized the disclosure of certain confidential information to Prospect, subject to the provisions of this Agreement.

ACCORDINGLY, the parties agree as follows:

1. **Confidentiality**. As used in this Agreement, "Confidential Information" means all leases, financial statements, rent rolls, surveys, title information, reports, information, records, statements (written and oral) and documents of any kind, to the extent they relate to the Property, provided by Owner or its agents to Prospect.

Prospect agrees that the Confidential Information will be treated confidentially as provided in this Agreement and used only in connection with the Transaction. Owner acknowledges that associates of Prospect, including officers, directors, trustees, general partners, employees, and counsel (the "**Prospect Associates**"), are permitted to have access to Confidential Information, subject to the provisions of this Agreement. Prospect shall not provide any Prospect Associate access to Confidential Information unless the Prospect directs the Prospect Associate to treat the Confidential Information confidentially. Except as expressly permitted by the terms of this Agreement, Prospect and the Prospect Associates shall not disclose, directly or indirectly, any Confidential Information to any person or entity.

Prospect agrees (i) not to disclose the fact that discussions are taking place concerning the Transaction, or any of the terms of the Transaction, other than to parties that may be necessary to the Transaction, such as third party providers (appraisers, environmental consultants, surveyors, title company representatives), all of whom will be directed, and will also agree, to maintain confidentiality, and (ii) not to contact any current or proposed tenant, or any existing lender, without the prior written consent of Owner.

If Prospect is required by court order to disclose or release any Confidential Information, Prospect shall promptly provide Owner with written notice of any such order so that Owner may seek an appropriate protective order (or, at Owner's option, Owner may waive compliance with the provisions of this Agreement). If Prospect is required, in the written opinion of counsel for Prospect, to disclose or release any Confidential Information pursuant to such order, Prospect may disclose that portion of Confidential Information which counsel has advised that Prospect is compelled to disclose or release. At least seven (7) days prior to making any disclosure or release, however, Prospect shall send a copy of the written opinion of counsel to Owner and shall discuss the need of the disclosure or release with Owner. Prospect shall not oppose any action by Owner in an effort to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to Confidential Information.

2. **Use of Confidential Information.** The Confidential Information will be used by Prospect only for purposes of the Transaction, and will not be used for any other purpose. Prospect shall take all precautions with the Confidential Information that it takes with its own confidential information.

3. **No Unauthorized Reproduction.** Neither Prospect nor the Prospect Associates shall reproduce, permit the reproduction of, or provide information obtained from any Confidential Information disclosed by Owner in any form or embodied within any media for any purpose other than the Transaction, without the prior express written consent of Owner in each instance.

4. **Termination.** Owner shall have the right in its discretion to terminate this Agreement at any time for any reason or no reason upon written notice to Prospect. Upon notice of termination of this Agreement, Prospect shall return or destroy (and send written confirmation of any such destruction to Owner) all tangible representations of all of the Confidential Information (whether provided to Prospect by Owner or Owner's agents, or whether created by Owner or a third party) within forty-eight (48) hours of a request for the return or destruction of those items by Owner. If Prospect has prepared its own work product or other analyses based upon any Confidential Information ("**Work Product**"), Prospect need not provide that Work Product to Owner, but the Work Product shall be treated as Confidential Information, and no one other than the Prospect Associates referred to in Section 1 of this Agreement may have access to the Work Product. The obligations of Prospect under this Agreement shall continue for a period of five (5) years following termination of this Agreement.

5. **Indemnification.** Prospect shall indemnify and hold Owner harmless from any loss, costs, claims and damages resulting from any breach of this Agreement by Prospect and any costs incurred by Owner to enforce the terms of this Agreement.

6. **Equitable Relief.** If Prospect breaches any of its obligations under this Agreement, Owner's remedies at law may be inadequate, and Owner shall be entitled to injunctive and other equitable relief against any continued disclosure or use of the Confidential Information in violation of this Agreement.

7. **Invalidity.** If any provision of this Agreement or the application thereof to a person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the

application of the provision to any person or circumstance other than that to which it has been held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the extent permitted by law.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to information regarding the Property. There are no written or verbal understandings or agreements not set forth herein.

9. **Effective Date.** This Agreement shall be effective (the "**Effective Date**") as of the later of the dates set forth below the parties' signatures.

IN WITNESS WHEREOF, Owner, Broker and Client have executed this Agreement as of the date set forth below their respective signatures.

Bay Valley Shopping Center, LLC

By: _____

Title: Authorized Representative

Dated: _____, 2024

CLIENT:

By:

Title: _____

Dated: _____, 2024

BROKER:

By: _____

Title: _____

Dated: _____, 2024