

## **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (the "Agreement") is entered into as of the date of full execution, by and between:

**Disclosing Party:** CBCDR, LLC ("Disclosing Party").

**Receiving Party:** \_\_\_\_\_ ("Receiving Party").

**Purpose:** The Disclosing Party agrees to provide certain confidential financial and lease information (the "Confidential Information") to the Receiving Party for the sole purpose of evaluating a potential purchase of the property located at 105 W John Street, 109 W John Street, 703 S Neil Street and 709 S Neil Street, Champaign, IL (the "Purpose").

### **1. Definition of Confidential Information**

"Confidential Information" means all non-public, proprietary, or sensitive information regarding the financial, operational, or lease aspects of the property disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, or any other form. This includes, but is not limited to, financial statements, rent rolls, tenant information, and lease terms.

### **2. Obligations of the Receiving Party**

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information and not disclose it to any third party, except as necessary for the Purpose, and only with prior written consent from the Disclosing Party.
- Take all reasonable measures to protect the confidentiality of the Confidential Information.
- Use the Confidential Information solely for the Purpose and not for any other purpose.

### **3. Exclusions from Confidential Information**

The obligations of confidentiality shall not apply to any information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Was known to the Receiving Party before its disclosure by the Disclosing Party;
- Is received from a third party without breach of any confidentiality obligations;
- Is independently developed by the Receiving Party without use of the Confidential Information.

### **4. Return or Destruction of Confidential Information**

Upon completion of the evaluation or upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including copies and any derivatives.

**5. Term**

This Agreement shall remain in effect for five (5) years from the date of execution, or until the Confidential Information no longer qualifies as confidential under the terms of this Agreement.

**6. No License**

Nothing in this Agreement grants the Receiving Party any rights to the Confidential Information other than those expressly stated in this Agreement.

**7. Remedies**

The Receiving Party acknowledges that unauthorized disclosure or use of the Confidential Information may result in irreparable harm to the Disclosing Party, and agrees that the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of laws principles.

**9. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the Confidential Information and supersedes all prior agreements, understandings, or discussions, whether oral or written.

**10. Signature**

**Disclosing Party**

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

Name: Josh Markiewicz

Title: Vice President

Date: November 25, 2024

**Receiving Party**

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

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

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

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