

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of **PLEASE ENTER DATE**, by and between:

Disclosing Party:

BPSP, LLC

&

Receiving Party:

PLEASE ENTER RECEIVING ENTITY

WHEREAS, Disclosing Party and Receiving Party wish to explore a potential real estate transaction concerning the property located at **Stoney Creek Commons Retail Center**.

WHEREAS, in connection with this transaction, Disclosing Party intends to share certain confidential and proprietary information with the Receiving Party;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Definition of Confidential Information

"Confidential Information" means any and all information provided by Disclosing Party to Receiving Party, either directly or indirectly, in written, oral, or any other form, including but not limited to financial records, property-related documents, legal documentation, market analysis, trade secrets, business plans, strategies, or any other information related to the Property.

2. Obligations of Receiving Party

a) Receiving Party agrees to hold all Confidential Information in strict confidence and shall not disclose, use, or permit the disclosure or use of any Confidential Information to any third party, except as required to evaluate the Property, without prior written consent from Disclosing Party.

b) Receiving Party shall take reasonable precautions to protect the Confidential Information with the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care.

c) Receiving Party agrees to use the Confidential Information solely for the purpose of evaluating the Property and not for any other purpose, including but not limited to competing with Disclosing Party.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

- a) Was known to Receiving Party before disclosure by Disclosing Party;
- b) Becomes publicly available through no fault of Receiving Party;

c) Is disclosed to Receiving Party by a third party legally entitled to make such a disclosure; or
d) Is independently developed by Receiving Party without reference to or reliance on Disclosing Party's Confidential Information.

4. Return or Destruction of Confidential Information

Upon Disclosing Party's written request, Receiving Party shall promptly return or destroy all documents or other tangible forms of Confidential Information, including copies thereof.

5. Term

The obligations of Receiving Party under this Agreement shall remain in effect for a period of Two years from the date of this Agreement or until the Confidential Information no longer qualifies as confidential, whichever occurs first.

6. No License

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to Receiving Party in any of the Confidential Information disclosed under this Agreement.

7. No Obligation

This Agreement does not obligate either party to enter into any further agreement or transaction regarding the Property.

8. Remedies

Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to Disclosing Party, for which monetary damages may be inadequate, and Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

9. Governing Law

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

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

Signature Page:

IN WITNESS WHEREOF, the Receiving Party has hereto have executed this Non-Disclosure Agreement as of the date first above written.

Receiving Party:

Signature:

Print:

Date: