**Stream Capital Partners, LLC**

**Non-Disclosure Agreement**

Stream Capital Partners, LLC (“SCP” or “Broker”) will disclose to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Principal”) certain financial and property information concerning a certain properties located at (“Properties”).

The prospective purchaser (“Principal”) has expressed an interest in evaluating the Properties as an investment and Principal represents that it has the experience and financial capability to undertake an investment of this magnitude.  Pursuant thereto, Broker has been asked to furnish Principal information concerning the Properties.

This information may include, without limitation, the Offering Memorandum prepared by Broker, various paper, documents, legal instruments, studies, brochures, computer output, and other materials, and any discussions of Property visitations which are conducted with or by Principal concerning the Properties (all of the aforementioned information collectively referred to as “Evaluation Material”).  In this connection, Broker is prepared to consider the furnishing of the Evaluation to Principal only on the condition that Principal agrees to treat the Evaluation Material confidentially as hereinafter provided.  Therefore, as a prerequisite to Broker furnishing this Evaluation Material to Principal, Principal hereby agrees as follows:

1. All Evaluation Material furnished to Principal by Broker or Owner will not be used or duplicated by Principal in any way detrimental to Broker or Owner, or for any purpose other than evaluating a possible investment in the Properties by Principal.  Therefore, Principal agrees to keep all Evaluation Material (other than information which is a matter of public record or is provided in other sources readily available to the public) strictly confidential; provided, however, that any of the Evaluation Materials may be disclosed only to those individuals or entities who have been approved, in writing, by Broker and have entered into a Confidentiality Agreement with Broker (the “Permitted Parties”).

2. Although Broker has endeavored to include in the Evaluation Material information known to Broker which Broker believes to be relevant for the purpose of Principal’s investigation, Principal understands and acknowledges that neither Broker nor Owner nor their respective affiliates, successors and assigns, advisors, agents, representatives, shareholders, employees, officers or directors makes any representation or warranty as is the accuracy of completeness of the Evaluation Material.  The financial information and projections contained in the Evaluation Material may represent estimates based on assumptions considered reasonable under the circumstances although Broker has not independently verified them.  Broker and Owner and their respective affiliates, successors and assigns, advisors, agents, representatives, shareholders, employees, officers and directors make no representations or warranties, expressed or implied, that actual results will conform to such projections.  Owner and Broker and their respective affiliates, successors and assigns, advisors, agents, representatives, shareholders, employees, officers and directors expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in this Evaluation Material, or omissions from the Evaluation Material, or in any other written or oral communications transmitted or made available to principal.  Principal agrees that neither Broker nor Owner nor their respective affiliates, successors and assigns, advisors, agents, representatives, shareholders, employees, officers or directors shall have any liability to Principal or any of its representatives, Permitted Parties or related parties resulting from its use of or reliance upon the Evaluation Material.

3. Owner and Broker expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to invest in the Properties from Principal, or any other person or entity, and/or to terminate discussions with Principal or any other person or entity at any time with or without notice.  Owner shall have no legal commitment or obligation to Principal or any other person or entity reviewing the Evaluation Material or making an offer to invest in the Properties unless and until a Purchase and Sales Agreement by and between Owner and Principal have been approved and fully executed.

4. Principal also agrees to do all things necessary to prevent any of its officers, directors, employees, representatives, and agents from disclosing any Evaluation Materials to third parties.

5. Principal agrees to promptly notify Broker of any legal process or notice served on Principal or a Permitted Party, which could require disclosure or production of the Evaluation Materials.

6. Principal agrees that it will not contact any tenant, leasing brokers or property management staff of the Properties in connection with its review of the Evaluation Materials.  Any and all questions related to the Evaluation Materials or the Properties must be directed solely to Broker.

7. Principal will promptly, upon request, return to Broker all Evaluation Materials furnished to Principal, whether furnished before or after the date of this Agreement, without retaining copies thereof.  Further, Principal agrees not to incorporate any information contained in the Evaluation Materials into any information retrieval system, whether electronic, mechanical or otherwise.

8. Principal acknowledges and agrees that the terms of this Confidentiality Agreement shall survive the closing of the Properties (unless Principal purchases the Properties) and shall terminate no later than one year after Owner sells the properties.

9. No failure or delay by Broker or Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or failure to exercise preclude any other or further overview of the services of any right, power or privilege hereunder.

10. This Agreement shall be governed by, and construed in accordance with the laws of the state for which the property(s) is located.  Any litigation arising out of this Agreement or the transactions contemplated hereby shall be brought in the courts of the said state and the parties hereto consent to the venue of such courts.

On behalf of the Purchaser (authorized signature):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_