**Stream Capital Partners, LLC**

**Non-Disclosure Agreement**

Stream Capital Partners, LLC (“SCP” or “Advisor”) will disclose to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Principal”) certain financial and property information concerning a certain property located at 7 properties spanning 300,000 square feet across Indiana (3), Ohio (3), and Missouri (1) (“Property”).

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

This information may include, without limitation, the Offering Memorandum prepared by Advisor, 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 Property (all of the aforementioned information collectively referred to as “Evaluation Material”).  In this connection, Advisor 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 Advisor furnishing this Evaluation Material to Principal, Principal hereby agrees as follows:

1. All Evaluation Material furnished to Principal by Advisor or Owner will not be used or duplicated by Principal in any way detrimental to Advisor or Owner, or for any purpose other than evaluating a possible investment in the Property 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 Advisor and have entered into a Confidentiality Agreement with Advisor (the “Permitted Parties”).

2. Although Advisor has endeavored to include in the Evaluation Material information known to Advisor which Advisor believes to be relevant for the purpose of Principal’s investigation, Principal understands and acknowledges that neither Advisor 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 Advisor has not independently verified them.  Advisor 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 Advisor 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 Advisor 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 Advisor expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to invest in the Property 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 Property 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 Advisor 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 Advisors or property management staff of the Property in connection with its review of the Evaluation Materials.  Any and all questions related to the Evaluation Materials or the Property must be directed solely to Advisor.

7. Principal will promptly, upon request, return to Advisor 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 Property (unless Principal purchases the Property) and shall terminate no later than one year after Owner sells the property.

9. No failure or delay by Advisor 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. Recognizing the sensitive and confidential nature of the Proposed Transaction, the parties agree that in the event the covenants of this Agreement are breached by Principal, Advisor or Owner shall have the right, in addition to any other remedies, to equitable relief by way of injunction if you or any of your Representatives breach any of the provisions of this letter agreement.

10. This Agreement shall be governed by, and construed in accordance with the laws of the State of Ohio without regard to principles of conflicts of law.

On behalf of the Purchaser (authorized signature):

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