

**NON-DISCLOSURE AGREEMENT PARTNERSHIP INTEREST IN  
HEART OF THE ISLAND ASSOCIATES**

This Agreement dated as of \_\_\_\_\_, 2017 (the "Effective Date") is made by and between \_\_\_\_\_, having an address of \_\_\_\_\_ ("Buyer"), LINDA FROCK, an individual, with an address of 68 Songbird Court, Apex, North Carolina 27253 ("Frock") and HEART OF THE ISLAND ASSOCIATES, a Michigan co-partnership ("Partnership"), c/o DAHLMANN APARTMENTS LTD, a Michigan corporation, 300 South Thayer Street, Ann Arbor, Michigan 48104.

**RECITALS**

1. The late Roger J. Frock was a partner of the Partnership and held a 33.3% ownership interest in the Partnership (the "Interest").
2. The 33.3% ownership interest referenced in Paragraph 1 above is now owned, solely, by Frock.
3. The Partnership is the owner and operator of the Heart of the Island Shopping Center, 1614-1628 Periwinkle Way, Sanibel, Florida (the "Property")
4. The Buyer desires to obtain Confidential Information with regard to the operations of the Property including historical financial information. Buyer is agreeable to not use or share this information except in the event Buyer obtains a Non-Disclosure Agreement from each recipient of such Confidential Information.
5. The parties desire to define their mutual rights and obligations with respect to the proprietary information of the Partnership.

**AGREEMENT**

NOW, THEREFORE, in consideration of such mutual disclosures, the parties agree as follows:

Whenever used in this Agreement, the following terms shall have the following specified meanings:

"Materials" means any and all documents, records, photos, plans, specifications, drawings, models, computer programs and computer data (regardless of the media upon which they are stored), other information storage media of any type, electronic, optical, magnetic or otherwise, and all duplications, reproductions, descriptions and summaries of any and all information contained in such media, together with all materials, products, devices, components, substances, objects or other property of any nature, which in whole or in part describe, depict, contain, constitute or reflect all or any portion of the Confidential Information of the other party.

"Confidential Information" means any information not generally available to the public which, as a result of or in the course of the discussions contemplated by this Agreement, a party receives, observes, or otherwise learns concerning the other party's or a third party's trade secrets, know-how, techniques, tenants, financial information, income tax and real property tax information, business structure, names of partners, promotional plans, business plans, existing or future products, promotional and marketing strategies or activities and including the finances and operations of the

Property and Partnership.

1. Buyer, with regard to all Confidential Information obtained from the Partnership shall:

- a) Keep the Confidential Information in strict confidence; and
- b) Provide the information only to an individual or entity who has executed and delivered a similar Non-Disclosure Agreement to the Partnership as a condition precedent to Buyer's release of Confidential Information.

2. During the Term of this Agreement, and thereafter, Buyer agrees and covenants that it will not directly or indirectly, interfere with or adversely affect, or attempt to interfere with or adversely affect, or solicit or contact the Partnership's past, present or anticipated tenants, consultants, governmental agencies or other any other business relationship of the Partnership, and Buyer will not divert or change any such relationship to the detriment of the Partnership or to the benefit of any other person (including itself), entity, firm or corporation without the Partnership's written consent or approval. The parties agree that any such prohibited relationships adversely and gravely affect the ongoing, effective and successful conduct of the business of the Partnership and its good will, and that any breach of the terms of this Paragraph is a material breach of this Agreement.

3. Frock and the Partnership make no representation or warranty as to the accuracy or completeness of any information which is provided. There are no forward-looking statements or any representations with regard to the Partnership's future financial position, future distributions or future earnings prospects. No partner, agent or affiliate of the Partnership shall have any liability to the Buyer or its agents and affiliates.

4. The Partnership and its partners and affiliates are under no legal obligation of any kind whatsoever with respect to any transaction with Buyer, Estate, or an Investor by virtue of this Agreement or any written or oral expression with respect to such a transaction by any of its partners, officers, employees, agents, or any other representatives or advisors.

5. Buyer acknowledges that the Confidential Information consists of valuable proprietary rights of the Partnership and others and that no license or other right under any patent, copyright, trade secret, trademark or other proprietary right of the other party or any third party is granted or implied by Frock's or the Partnership's disclosure of its Confidential Information .

6. The parties specifically agree that in the event of any breach or threatened breach of any provision of this Agreement, the Partnership and Frock will suffer irreparable harm that cannot be adequately compensated at law and that consequently, in addition to any legal remedies available hereunder, the parties consent to injunctive or other equitable relief, without the need of bond or other security and that the Buyer agrees to pay the Partnership's and/or Frock's actual attorney fees and court costs.

7. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, duration, scope, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

8. The waiver of any breach of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a continuing waiver of any term hereof or of any subsequent breach by any party. This Agreement may not be modified except in a writing signed by all parties.

9. This Agreement may not be terminated unless in writing signed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to its choice of law principles. Each party irrevocably consents to the exclusive jurisdiction of and venue in the courts of the State of Florida in Lee County and the applicable United States District Court with regard to any action concerning this Agreement

10. This Agreement represents the entire understanding of the parties and cannot be amended except in writing signed by all parties. All prior discussions, understandings, negotiations, and agreements are merged herein. All prior oral or written agreements between the parties are hereby canceled.

11. Buyer agrees that it will indemnify, defend and hold harmless the Partnership, its partners and affiliates, and Frock from and against any and all liabilities, damages, losses, costs, and expenses, including actual attorney fees, arising directly or indirectly out of this Agreement, or any alleged or claimed breach thereof asserted against the Partnership.

BUYER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dated

PARTNERSHIP

Steven Jarnowitz  
Signature

Steven Jarnowitz #  
Printed Name

November 9, 2007  
Dated

LINDA FROCK

Linda Frock  
Signature

Linda Frock  
Printed Name

November 9, 2007  
Dated

\* Attorney and Agent and as Attorney-in-fact for  
General Partner Dennis A. Dahlmann