



## **MPV PROPERTIES** **CONFIDENTIALITY AGREEMENT**

CONFIDENTIALITY AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the "Receiving Party") and MPV Properties, LLC. (the "Disclosing Party").

**Property:** \_\_\_\_\_

### **1. Evaluation Material, Representatives**

The Receiving Party is considering a possible transaction with the Disclosing Party for the acquisition of real estate. To assist the Receiving Party in evaluating the Transaction, the Disclosing Party is prepared to make available to the Receiving Party certain materials relating to the Transaction, including, but not limited to, rent rolls, title information and leasing information (the "Evaluation Material"). As a condition to the Evaluation Material being furnished to the Receiving Party and its directors, officers, partners, employees, agents, advisors, attorneys, accountants, consultants, bankers, and financial advisors (collectively, "Representatives"), the Receiving Party agrees to treat the Evaluation Material in accordance with the provisions of this Agreement.

### **2. Excluded Information**

The Evaluation Material shall not include information that: (i) is or becomes publicly available other than as a result of acts by the Receiving Party in breach of this Agreement; (ii) is in the Receiving Party's possession before disclosure by the Disclosing Party or is independently derived by the Receiving Party without the aid, application, or use of the Evaluation Material; (iii) is disclosed to the Receiving Party by a third party on a non-confidential basis; or (iv) must be disclosed by law pursuant to a court order.

### **3. Non-Disclosure of Evaluation Material**

The Receiving Party and its Representatives shall use the Evaluation Material solely for the purpose of evaluating a possible Transaction between the Disclosing Party and the Receiving Party. The Receiving Party shall keep the Evaluation Material confidential and shall not disclose any of the Evaluation Material in any manner whatsoever; provided, however, that (i) the Receiving Party may make any disclosure of information contained in the Evaluation Material to which the Disclosing Party gives its prior written consent, and (ii) any information contained in the Evaluation Material may be disclosed to the Receiving Party's Representatives who need to know that information for the purpose of evaluating a possible Transaction with the Disclosing Party.

#### **4. Non-Disclosure of Existence of Negotiations**

Without the prior written consent of the Disclosing Party, or unless required by law, neither the Receiving Party nor its Representatives shall disclose to any other person that it has received the Evaluation Material. Without the prior written consent of the other party, none of the Disclosing Party, the Receiving Party, or their Representatives shall disclose to any person that discussions or negotiations are taking place between the parties concerning a possible Transaction, including the status of those discussions or negotiations.

#### **5. Return of Evaluation Material**

Promptly upon the written request of the Disclosing Party, the Receiving Party will return all copies of the Evaluation Material to the Disclosing Party. All notes, studies, reports, memoranda, and other documents prepared by the Receiving Party or its Representatives that contain or reflect the Evaluation Material shall be destroyed.

#### **6. Subpoena or Court Order**

If the Receiving Party or anyone to whom it discloses the Evaluation Material receives a request to disclose all or any part of the Evaluation Material under the terms of a subpoena or other order issued by a court of competent jurisdiction or by a government agency, the Receiving Party shall: (i) promptly notify the Disclosing Party of the existence, terms, and circumstances surrounding such a request; (ii) consult with the Disclosing Party on the advisability of taking steps to resist or narrow that request; (iii) if disclosure of that Evaluation Material is required, furnish only such portion of the Evaluation Material as the Receiving Party is advised by counsel is legally required to be disclosed; and (iv) cooperate with the Disclosing Party, at the Disclosing Party's expense, in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Evaluation Material that is required to be disclosed.

#### **7. Definitive Agreement**

Unless and until a definitive written agreement between the Disclosing Party and the Receiving Party with respect to the Transaction has been executed and delivered, neither the Disclosing Party nor the Receiving Party will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this or any other written or oral expression by either of them, or their Representatives except, in the case of this Agreement, for the matters specifically agreed to herein, including any agreement to deal exclusively with each other.



**8. Remedies**

The Receiving Party acknowledges that if this Agreement is breached, the Disclosing Party could not be made whole by monetary damages. Accordingly, the Disclosing Party shall be entitled to an injunction to prevent breaches of this Agreement, and to an order compelling specific performance of this Agreement.

**9. Buyer’s Agent**

It is understood that MPV Properties, LLC, will be acting as a Buyer’s Agent with regard to this transaction.

**10. Entire Agreement**

This Agreement represents the entire understanding and agreement of the parties hereto and may be modified or waived only by a separate writing expressly so modifying or waiving this Agreement signed by all parties hereto.

**11. Term**

This Agreement shall expire one (1) year from the date hereof.

**12. Captions**

The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

**RECEIVING PARTY:**

\_\_\_\_\_

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

Its: \_\_\_\_\_

Client: \_\_\_\_\_

**DISCLOSING PARTY:**

MPV PROPERTIES, LLC

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

Its: \_\_\_\_\_