

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into between Mark D. Goodrich (Owner), and

WHEREAS, Owner agrees to furnish me/us certain confidential and proprietary information relating to the affairs of Owner, collectively known as the "Evaluation Material", and

WHEREAS, I/we agree to review, examine, inspect, or obtain such information only for the purpose of evaluating any interest I/we may have in purchasing the real estate from the Owner,

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree to the following:

1. I/we acknowledge the confidentiality and proprietary nature of such information and agree to hold and keep the same confidential as provided in this Agreement. I/we further acknowledge responsibility for enforcing the confidentiality of the Evaluation Material provided by the Owner and agree to take such action, legal or otherwise, to the extent reasonably necessary to prevent any impermissible disclosure by any of my/our employees or agents.
2. I/we agree not to copy or permit any outside agents, consultants, or advisors to copy any of the Evaluation Material.
3. At the conclusion of my/our review, or upon request by Owner, I/we agree to return to the Owner all Evaluation Material previously furnished by the Owner.
4. I/we agree not to contact any of the Owner's employees, lenders, creditors, suppliers or their representatives without the Owner's prior written consent.
5. It is understood that the term "Evaluation Material" does not include information which (a) becomes generally available to the public other than as a result of a disclosure by me/us or by other persons, including my/our employees or agents, to whom I/we have disclosed such information; (b) was available to me/us on a non-confidential basis prior to its disclosure and its non-confidential status as evidenced in writing; or (c) becomes available to me/us on a non-confidential basis from a source other than the Owner, provided that such source is not bound by a confidentiality agreement with the Owner.
6. I/we further acknowledge that the Owner shall be entitled to equitable relief by way of injunction if I/we breach any of the provisions of this Agreement.
7. I/we understand that the Owner makes no representation or warranty as to the full accuracy or completeness of the Evaluation Material except that the Owner does represent that, to its knowledge, the Evaluation Material is accurate and complete in all material respects. I/we agree that no officers, directors, employees, consultants or agents of the Owner shall have any liability to me/us or any of my/our employees or agents resulting from my/our or their use of the Evaluation Material.
8. I/we agree that unless and until a definitive agreement between the Owner and me/us with respect to any transaction has been executed and delivered, neither the Owner nor I/we will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression made either by me/us or the Owner, or any of its employees, officers, or agents.
9. This agreement shall be binding upon and insure to the benefit of the parties, their successors and assigns.

ACCEPTED AND AGREED this _____ day of _____.

By _____

Title _____

Address _____

City _____ State _____ Zip _____

By _____

Title _____

Address _____

City _____ State _____ Zip _____