

# CONFIDENTIALITY AGREEMENT

\_\_\_\_\_, (“Owners”) the owners of \_\_\_\_\_ and the employees or agents of either of them has agreed to disclose to you verbal and written information, relating to \_\_\_\_\_, (hereinafter referred to as the "Property") so that you may make an in-depth evaluation of the Property.

As used herein, "information" means all data (whether provided verbally or in writing), reports, interpretations, forecasts and records containing or otherwise reflecting information and concerning the property or the information which is not available to the general public and which information will provide or cause to be provided to you in the course of your evaluation and any subsequent transaction, together by you or others, which contain or otherwise reflect such information.

The information shall be disclosed to you on a confidential basis and your receipt of it shall be subject to the following terms and conditions:

1. You shall refrain from using the information except for the purposes set forth above and you shall hold and treat all of the information secret and confidential, and shall not disclose it to others without our written consent, or to the extent that you can demonstrate that the same (a) is generally available to the public through no act by you, (b) was already known to you on a non-confidential basis prior to such disclosure, or (c) is subsequently disclosed to you on a non-confidential basis by a third party not having a confidential relationship with us with respect to such information.
2. The information shall be revealed only to such of your agents and employees whose knowledge of the information is required for you to make an appropriate evaluation of the Property and who shall assume the same obligations as you under this agreement. You shall be responsible for any breach of this agreement by your agents or employees.
3. You hereby agree that you shall assume full responsibility for all conclusions you derive from such information and we shall have no liability with respect thereto.
4. You shall promptly return to the owners upon our request, or upon completion of your evaluation, all information in your possession and in the possession of your agents and employees without retaining any copies thereof, including summaries,

analyses, studies and other documents prepared by you, your agents and employees and confirm in writing such return to \_\_\_\_\_.

5. In the event you are required by legal process to disclose any of the information, you shall provide us with immediate written notice of such requirement no later than two (2) calendar days from receipt via facsimile at \_\_\_\_\_ or hand delivery at \_\_\_\_\_ so that we may seek a protective order or other appropriate remedy or waive compliance with the provision of this agreement. In the event that a protective order or other remedy is obtained, you shall use all reasonable efforts to assure that all information disclosed will be covered by such order or other remedy. Whether such protective order or other remedy is obtained or we waive compliance with the provisions of this agreement, you will disclose only that portion of the information which you are legally required to disclose. If in the absence of a protective order or other appropriate remedy or the receipt of a waiver thereunder you are nonetheless, in the opinion of counsel, compelled to disclose any of the information to any tribunal or else stand liable for contempt or suffer other censure or penalty, you may, after reasonable notice to us, disclose such information to such tribunal without liability thereunder.
6. Further, you shall not disclose to others including but not limited to other prospective purchasers, that you have received the information, that discussions or negotiations are taking place concerning a possible transaction involving the Property or any possible transaction, including that status thereof.
7. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Louisiana.
8. If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement or because of any alleged breach, default or any other dispute in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover all reasonable attorney's fees and other costs incurred in such action or proceedings, in addition to any relief to which it may be entitled.
9. Any assignment of this agreement by you without prior written consent shall be void.
10. This Agreement contains that entire agreement between us concerning confidentiality of the information and no modifications of this agreement or waiver of the terms and conditions hereof shall be binding upon us, unless approved in writing by an authorized representative of each of us.

If you agree to the terms and conditions of this agreement, please indicate your acceptance by signing the enclosed duplicate copy and returning it to the undersigned.

Very truly yours,

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**AGREED TO AND ACCEPTED:**

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

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

Date: \_\_\_\_\_