

## **CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Bay Minette Investments, LLC ("Disclosing Party") and \_\_\_\_\_ (whether one or more persons, "Receiving Party").

### **Recitals:**

Disclosing Party owns and possesses certain information related to the that certain real property located at 201 Chambers Drive, Bay Minette, Alabama 36507 (Chamber Plaza) (the "Property"), which Disclosing Party is marketing for lease, and related to its tenant or tenants (collectively, the "Property Information"). Disclosing Party is willing to disclose the Property Information to Receiving Party, but only on the terms and conditions hereinafter set forth.

### **Agreement:**

NOW THEREFORE, in consideration of the foregoing, the mutual covenants, agreements and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Disclosing Party and Receiving Party, intending to be legally bound, hereby covenant and agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct in all respects and form a material part of this Agreement.
2. **Confidential Information.** As used herein, "Confidential Information" means all information, whether oral or written, included as a part of the Property Information.
3. **Non-Disclosure.** Receiving Party agrees that all Confidential Information will be held and treated in confidence and will not, except as hereinafter provided, without the prior written consent of Disclosing Party, which consent may be withheld in the sole and absolute discretion of Disclosing Party, be disclosed in any manner whatsoever, in whole or in part, other than to Receiving Party's employees and agents who are participating in the evaluation of the Property and agree to be bound by the provisions of this Agreement, and the Confidential Information will not be used other than in connection with Receiving Party's assessment of the Property Information and decision as to whether to offer to purchase the Property. Receiving Party further acknowledges and agrees that it shall be strictly responsible for any breach of this Agreement by its employees or agents.
4. **Remedies.** Receiving Party acknowledges that remedies at law may be inadequate to protect against breach of this Agreement, and Receiving Party hereby in advance agrees to the granting of injunctive relief in favor of Disclosing Party without proof of actual damages and without the necessity of Disclosing Party having to post a bond; provided, however, that nothing contained herein shall be construed to limit or modify any remedy Disclosing Party may have, it being the intention of the parties hereto that in the event of a breach of any term, covenant or condition of this Agreement by Receiving Party, Disclosing Party shall have any and all remedies available to Disclosing Party whether arising under law, in equity or from this Agreement. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
5. **Confidential Information Supplied Prior to this Agreement.** Any information previously provided to Receiving Party by Disclosing Party which would constitute Confidential Information hereunder if such information had been delivered following the execution and delivery of this Agreement shall, henceforth, be deemed to be Confidential Information and shall be governed by the terms hereof.

6. Indemnification. Receiving Party shall defend, indemnify and hold harmless Disclosing Party and Disclosing Party's heirs, successors, assigns, attorneys and agents (collectively, the "Indemnified Parties") from and against any and all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by any of the Indemnified Parties arising out of or resulting from any breach and/or violation of this Agreement, including, without limitation, any unauthorized disclosure of any of the Confidential Information.

7. Relationships. Nothing contained in this Agreement shall be deemed to constitute a contract to purchase or sell the Property. In the event the parties hereto ultimately decide to enter into a transaction with respect to the Property, the terms and conditions of that transaction will be documented in a separate written agreement.

8. Assignment. This Agreement may not be assigned by Receiving Party without the prior written consent of Disclosing Party, which consent may be withheld in Disclosing Party's sole and absolute discretion.

9. Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent by final judgment of any court of competent jurisdiction, the remainder of this Agreement and the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

10. Integration. This Agreement constitutes the whole and entire agreement between Disclosing Party and Receiving Party regarding Confidential Information. There are no terms, agreements, obligations, or conditions other than those contained herein. No modifications of this Agreement shall be valid and effective unless evidenced by a written agreement signed by both parties and attached hereto as an addendum.

11. Counterparts. This Agreement may be executed in separate counterparts, all of which taken together shall constitute one and the same instrument.

12. No Third-Party Beneficiary. The provisions of this Agreement are not intended to benefit any person or entity who is not a party to this Agreement.

13. Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

IN WITNESS WHEREOF, Disclosing Party and Receiving Party have caused this Agreement to be executed by their respective officers, members or representatives on the date set forth above.

**DISCLOSING PARTY:**

Bay Minette Investments, LLC

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

Name: \_\_\_\_\_

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

**RECEIVING PARTY:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

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