

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made and entered into this ____ day of _____, 20__ by and between MLP Realty, Ltd. ("Seller") and _____ ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller desires to consider a business arrangement or transaction; and

WHEREAS, Purchaser requires certain confidential information concerning Seller for the purpose of evaluating such business arrangement or transaction; and

WHEREAS, Seller is agreeable to supplying certain information to Purchaser subject to the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

- 1) Purchaser shall hold in confidence, unless compelled to disclose by judicial order or by other requirements of law, all information received from Seller in connection with the proposed transaction, except to the extent such information can be shown to have been (a) previously known on a non-confidential basis by Purchaser, (b) developed independently by Purchaser, (c) in the public domain through no fault of Purchaser, or (d) later lawfully acquired by Purchaser from sources other than Seller; provided that Purchaser may disclose such information to its directors, officers, employees, accountants, legal counsel, and agents in connection with the proposed transaction, so long as such persons are informed by Purchaser of the confidential nature of such information and are directed to treat such information confidentially. In this regard, Purchaser shall limit distribution of such information solely to those persons who, in Purchaser's sole discretion, must be involved in the analysis of the transaction. If the transaction is not consummated, Purchaser agrees that it will, at the direction of Seller, either return such information to Seller or destroy the same. Purchaser further agrees that it will, at the direction of Seller, permanently delete all computer files and destroy such analyses, compilations, studies or documents prepared by Purchaser, which contain or otherwise reflect such information.
- 2) Purchaser acknowledges and agrees that Seller would suffer irreparable loss and damage if Purchaser should breach or violate any of the provisions contained in this Agreement. Purchaser further acknowledges and agrees that each of the terms contained herein is reasonably necessary to protect and preserve the business and the assets of Seller. Purchaser therefore agrees and consents that in addition to any other remedies available to Seller shall be entitled to injunctive relief to remedy a breach or contemplated breach by Purchaser of any of the terms of this Agreement.
- 3) This Agreement shall be and is for the express benefit of Seller and any successors and assigns thereto.

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- 4) Purchaser acknowledges that Seller nor Broker make, nor have either of them made, any representation or warranty to you as the accuracy or completeness of the Property Evaluation Materials. You agree that Seller and Broker will not have any liability as a result of your use of the Evaluation Material and that you will perform your own studies and are responsible for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, on which you intend to rely and as you deem necessary or desirable to make your investment decision.
- 5) The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions to the extent enforceable shall nevertheless be binding and enforceable.
- 6) The waiver by one party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the other party.
- 7) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Purchaser has executed this Confidentiality Agreement the day and year first above written.

By: _____
(Name)

Its: _____
(Title)