

**Walnut 5 Professional Center
2350 NW Century Drive
Corvallis, Oregon 97330**

NONDISCLOSURE AGREEMENT

THIS IS AN AGREEMENT between:

Walnut 5 LLC (“Seller”) and,

_____ (“Interested Party”)

concerning the confidentiality of certain information to be provided by Seller to Interested Party.

The parties acknowledge that Interested Party is interested in entering into various agreements with Seller concerning a property owned by Seller. Seller is interested in pursuing discussions concerning entering into such agreements with Interested Party. During the discussions Seller will provide Interested Party with certain information which Seller wishes to be kept confidential (hereinafter “Confidential Material”). The Confidential Material to which Interested Party will necessarily be exposed includes proprietary information and trade secrets of Seller. The parties wish to safeguard that Confidential Material in such a way that it will never be used to the detriment of Seller.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Data, in whole or in part, and any additional information that may be provided by Seller to Interested Party, together with analyses, compilations, studies, or related documents containing or otherwise reflecting such Data and narrative prepared during evaluation of the Data are hereinafter referred to as “Confidential Material.”
2. “Confidential Material” does not include (a) information which is at any time in the public domain, other than by a breach of this agreement; (b) information which one party can demonstrate was in its possession prior to disclosure to it or development by it under this agreement; (c) information which is lawfully and in good faith made available to a party to this agreement by a third party; (d) information which is developed by a party hereto entirely without reference to the Confidential Information.
3. Interested Party will use the Confidential Material solely for the purpose for which such Confidential Material is provided, and not in any way for a purpose detrimental to Seller.

4. Interested Party will share the Confidential Material with only those individuals, whether directly employed or acting as professional advisors, necessary to enter and complete a business transaction with Seller. Interested Party will not:

a. disclose any of the Confidential Material to any other person, firm, or corporation for any reason.

b. take any advantage of the Confidential Material beyond the purpose for which it was provided except as agreed to in writing with Seller.

c. communicate in any way with any third party (including but not limited to lessees, vendors, vendees, employees, Sellers, bankers, or brokers) identified in the Confidential Material.

5. Upon request by Seller, Interested Party shall return the Confidential Material promptly, without retaining copies thereof. Provided, however, that Interested Party need not return that part of the Confidential Material consisting of analyses, compilations, studies, or related documents prepared by it containing or otherwise reflecting the Confidential Material prepared during its authorized use of the Confidential Material.

6. The terms of this Agreement shall survive by five years any termination.

7. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement supersedes all prior Agreements, written or oral, between these parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed, or discharged in whole or in part, except by an Agreement in writing signed by both parties. This Agreement is governed by and will be construed in accordance with the laws of Oregon.

Interested Party:

By _____

DATE: _____

Seller:

By _____

DATE: _____