

**Sullivan Hall – A Community Rehabilitation Center**

**MUTUAL CONFIDENTIALITY ACKNOWLEDEMENT**

THIS MUTUAL CONFIDENTIALITY AGREEMENT (this "Agreement"), effective as of the later of the dates set forth below, is made by and between Oxford Investments LP ("Owner"), a Pennsylvania Limited Partnership and \_\_\_\_\_ ("\_\_\_\_") with a place of business at \_\_\_\_\_.

NOW THEREFORE, Owner and \_\_\_\_\_ intending to be legally bound, hereby agrees as follows:

**AGREEMENT**

1. WHEREAS, both entities executing this Agreement (hereinafter "Recipient") agree that for the purpose of evaluating and possibly undertaking a potential business relationship, including, but not limited to, purchasing an interest in a certain property known as 1917-23 West Oxford Street, Philadelphia, PA 19121 (the "Property"), the Recipients will disclose and receive each other's information only under the terms and conditions specified below; and
  - (a) Recipient shall not publish, disclose or otherwise disseminate any Confidential Information (as hereinafter defined) of the other party and specifically the Property except to such of Recipient's employees and agents who have a "need to know" it to accomplish the purposes of this Agreement, and then only if such persons previously have agreed in writing to handle and maintain such Confidential Information in accordance with the provisions of this Agreement or provisions substantially similar thereto. Disclosure or dissemination of Confidential Information of the other party to additional persons or entities requires the prior written approval of such other party.
  - (b) Recipient shall maintain all Confidential Information of the other party in a safe and secure place with reasonable safeguards to prevent any unauthorized access to or disclosure of such Confidential Information. As used herein, "reasonable safeguards" means all safeguards that a reasonable person would take to protect the Confidential Information in question, which safeguards shall be no less than the safeguards Recipient takes to protect its own confidential or proprietary items of a similar nature.
  - (c) Recipient may copy Confidential Information of the other party only as is reasonably necessary for Recipient to accomplish the purposes of this Agreement.
  - (d) Recipient agrees that it will not directly or indirectly contact or directly or indirectly solicit any of Owners employees, lenders, agents or attorneys in any format or medium for any purpose whatsoever without Walnut Rittenhouse, LP's expressed written permission.
  - (e) Recipient shall not utilize or exploit any Confidential Information of the other party, or permit or assist others to utilize or exploit such Confidential Information except as is absolutely necessary to accomplish the purposes of this Agreement.
  - (f) Promptly upon the expiration or sooner termination of this Agreement, Recipient shall return to the other party, destroy and/or delete from Recipient's records and computer systems all Confidential Information of the other party, including any copies or portions thereof, in Recipient's possession or control; provided, however, that Recipient may retain one copy of each such item for archival purposes only. Within thirty (30) days of request by the other party, Recipient shall provide the other party with a certificate of Recipient's compliance with the foregoing requirements.

- (g) As used herein, "Confidential Information" means any all information disclosed by Owner and its agents relating to the Property in any form whatsoever that is not already publicly available to include financial information, asset information, appraisals, valuations, historical data and the like.
  - (h) Prospective Buyer and Buyer's Agent are **both** required to execute this Confidentiality Agreement prior to receiving evaluation materials. Exclusive Agent will share equally in commission to Buyer's Agent per separate listing agreement with Owner.
2. Recipient acknowledges that any violation of the confidentiality or nonuse obligations contained in this Agreement may result in irreparable injury and damage to the other party, which injury and damage would not be adequately compensable in money damages and for which the other party would have no adequate remedy at law. Recipient therefore agrees that, in the event of any such violation, the other party may seek to obtain such injunctions, order and decrees as may be necessary to protect the confidentiality of its Confidential Information, without the necessity of proving actual damages and without posting any bond or other security. Such injunctive relief shall be in addition to any other rights or remedies available to the other party under this Agreement, at law or in equity.
  3. Unless terminated sooner as permitted hereunder, the term of this Agreement shall continue for a period of three (3) years from its effective date and may be extended by the written mutual agreement of the parties.
  4. Neither party shall assign or transfer any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any attempted assignment, transfer or delegation in violation thereof shall be null and void and without force and effect.
  5. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without respect to its rules on the conflict of laws.
  6. In the event that any term of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other portion of this Agreement, and there shall be deemed substituted for such term other term(s) that are permitted by applicable law and that will most fully realize the intent of the parties as expressed in this Agreement.
  7. The failure of either party to enforce, or any delay in enforcing, any right, power or remedy that such party may have under this Agreement shall not constitute a waiver of any such right, power or remedy, or release the other party from any obligations under this Agreement, except by a written document signed by the party against whom such waiver or release is sought to be enforced.
  8. This Agreement constitutes the entire understanding and agreement of the parties respecting the subject matter hereof and supersedes any and all prior agreements, arrangements or understandings between the parties, whether written or oral, relating thereto. This Agreement may not be amended or supplemented in any way except by a written document signed by both parties.
  9. This Agreement may be executed by the parties hereto in separate counterparts, each of shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

<b>Prospective Buyer</b>	<b>Buyer's Agent</b>
By: _____ Name of Company	By: _____ Name of Company
_____ Name & Title	_____ Name & Title
_____ Date	_____ Date