

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "Agreement") is made effective as of _____, 2012 by and between The Roman Catholic Bishop of Orange, a California Corporation ("RCBO") with its principal office at 2811 East Villa Real Drive, Orange, California 92863 and _____ a _____ with offices at _____ ("Receiving Party").

DEFINITIONS

A. "Affiliate" shall mean an entity that controls a party hereto, an entity that is controlled by a party hereto, or an entity controlled by another entity that controls a party hereto, provided that, for purposes of this definition, "to control" means to have direct or indirect ownership of more than fifty percent (50%) of the outstanding shares or equity of an entity.

B. "Confidential Information: shall mean (a) all information concerning that certain real property commonly known as "Marywood" and located at 2811 East Villa Real, Orange, California (the "Property"), (b) all information concerning the improvements on the Property and (c) all information concerning the operations of RCBO on the Property and in such improvements. It is understood that the Confidential Information will be disclosed either directly by RCBO or through its broker, CBRE, Inc., a Delaware corporation ("CBRE"). The information described in clauses (a) through (c) shall be Confidential Information, whether disclosed by RCBO or CBRE if (i) a reasonable person would conclude it is intended to remain confidential or (ii) RCBO or CBRE designates it as confidential at the time of disclosure.

AGREEMENT

1. In consideration of the mutual obligations herein, RCBO or CBRE may disclose to Receiving Party various Confidential Information, subject to the terms of this Agreement.
2. RCBO or CBRE may designate specific materials and information as Confidential Information, except materials or information that RCBO or CBRE does not, in good faith, consider to be proprietary or confidential.
3. Receiving Party shall maintain the secrecy and confidentiality of all Confidential Information, by way of efforts that are similar to the efforts that Receiving Party normally undertakes for the protection of its own confidential materials and information, but in any event exercising reasonable care.

4. Receiving Party may disclose Confidential Information only for the purposes of an offer to purchase and the purchase of the Property and only to the employees and contractors of Receiving Party and any Affiliate of Receiving Party who have a need to know, provided that each such employee and contractor has previously been advised of the confidential nature of such Confidential Information, and each such employee or contractor has agreed in writing to be bound by an obligation of confidentiality no less protective of such Confidential Information than the terms herein. Receiving Party shall cause each of its employees and contractors and each Affiliate of Receiving Party that receives or accesses Confidential Information hereunder to comply with the provisions of this Agreement.

5. Nothing in this Agreement shall be construed to grant to Receiving Party any title, ownership, intellectual property right or license in the Confidential Information, and Receiving Party acknowledges that it does not acquire any such title, ownership, intellectual property right or license under this Agreement. Nothing in this Agreement shall be construed as an obligation of either party to enter into a contract, subcontract or other business relationship with the other party.

6. Receiving Party shall not publicly distribute evaluations or summaries of Confidential Information without the written authorization of RCBO. Any such authorization may be conditioned upon the inclusion of copyright notices or other appropriate markings in the evaluations or summaries.

7. Receiving Party has no obligation with respect to any Confidential Information that: (a) was rightfully in Receiving Party's possession before receipt from RCBO or CBRE; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by Receiving Party from a third party without an obligation of confidentiality; or (d) is independently developed by Receiving Party without the use of Confidential Information from RCBO or CBRE; or (e) is disclosed by Receiving Party pursuant to a court order, governmental regulation or other legal requirement, provided that, prior to any such disclosure, Receiving Party gives RCBO notice and a reasonable opportunity to oppose or limit disclosure.

8. At the request of RCBO or CBRE Receiving Party shall (a) immediately cease using the Confidential Information, (b) promptly return to RCBO or CBRE all media received from RCBO or CBRE that contain Confidential Information and destroy all other copies of such Confidential Information, and (c) promptly certify in writing Receiving Party's compliance with the terms of this Article. The confidentiality obligations of Receiving Party under this Agreement shall terminate 2 years after the execution of this Agreement.

9. The materials attached hereto (the “Materials”) are confidential and proprietary to RCBO and are delivered to facilitate a sale of the Property. By acceptance of delivery of such materials, the recipient agrees that it and its employees, agents and advisors shall treat such materials as confidential and proprietary and shall use the same only in connection with the consideration of an offer(s) to purchase the Property. Any recipient of the attached materials which is not the successful purchaser of such Property shall either (A) return the attached materials and all copies or abstracts thereof to RCBO or CBRE, or (B) destroy the attached materials and all copies or abstracts thereof and certify such destruction to CBRE.

10. The materials attached hereto are delivered to the recipient as broker for or a potential purchaser of the Property described in such materials. While RCBO as the owner of the Property, believes such materials to be accurate, neither RCBO nor CBRE makes any representation or warranty as to the accuracy or completeness of such materials, and neither undertakes any obligation to verify the accuracy or completeness of such materials. Any recipient of the attached materials should satisfy itself as to the accuracy and completeness thereof before reliance thereon.

11. In the event that Receiving Party breaches this Agreement, damages may not provide an adequate remedy for RCBO. Therefore, Receiving Party acknowledges that, in the event of a breach or threat of breach, RCBO may be entitled to injunctive relief, in addition to any other relief available at law or in equity.

12. This Agreement states the entire understanding of the parties with respect to the exchange and protection of the Confidential Information described herein, superseding all prior agreements with respect thereto.

13. This Agreement shall be construed and governed in accordance with the domestic laws of the State of California, excluding its principles governing conflicts of laws.

14. In the event of any litigation to enforce the provisions of this Agreement, to construe the terms hereof or to recover damages on account of the breach or alleged breach hereof, the successful party shall be entitled to recover from the other party its reasonable attorneys’ fees in an amount determined by the court in addition to its costs incurred with respect to such action.

IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed by their authorized representatives and made effective on the date first set forth above.

The Roman Catholic Bishop of Orange,
a California corporation sole

By: _____
Authorized Signature

Name

Title

Date

By: _____
Authorized Signature

Name

Title

Date