

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the “Agreement”) is entered into on \_\_\_\_\_, 2021 by and between **MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES, INC.**, a California corporation (“Marcus & Millichap”), and \_\_\_\_\_ (the “Receiving Party”).

### RECITALS

A. Marcus & Millichap represents the owner (the “Owner”) of a mobile home park (the “Park”) in connection with the potential sale of the Park by the Owner. Acting as the agent for and on behalf of the Owner, Marcus & Millichap has entered into preliminary discussions with the Receiving Party in connection with the potential sale of the Park by the Owner to the Receiving Party (the “Transaction”). Marcus & Millichap and the Owner may be referred to in this Agreement collectively as the “Disclosing Party.”

B. In connection with exploring and evaluating the Transaction, the Disclosing Party or its principals or agents may disclose to the Receiving Party certain Proprietary Information (as defined below) belonging to the Owner or its principals. As used in this Agreement, the term “Proprietary Information” shall mean all information, in whatever form, that is confidential and proprietary to the Owner, its affiliates, or its principals, concerning the Owner’s past, future, or present business including, without limitation, pricing information, customer and vendor data, finances, budgets, leases, tenant lists, contracts, sales and marketing data, costs, forecasts, records, commercial strategies, profitability information, and the organizational structure, internal practices, and capitalization and credit relationships of the Owner, its affiliates, and its principals. For the avoidance of doubt, Proprietary Information includes the fact that the parties are discussing the Transaction, and any terms, conditions or arrangements discussed.

### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Disclosing Party and the Receiving Party hereby agree as follows:

1. Confidentiality Obligations.

(a) In General. The Receiving Party and its shareholders, directors, officers, employees, independent contractors, partners, members, managers, employees, and agents (“Representatives”) shall use Proprietary Information solely to evaluate, negotiate, and consummate the Transaction. Using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care, the Receiving Party and its Representatives shall keep all Proprietary Information confidential, and will not, without the prior written consent of the Disclosing Party disclose or divulge Proprietary Information, or communicate in any way with (i) any employee, agent, manager, or other representative of the Disclosing Party (or any of the Disclosing Party’s affiliates), (ii) any occupant of the Park, or (iii) any employee, agent, or other representative of the ground lessor of the real property on which the Park is located.

(b) Affirmative Covenants. The Receiving Party further agrees (i) to inform each of its Representatives of the confidential nature of the Proprietary Information, (ii) direct each of its Representatives to treat such information as confidential, and (iii) cause each Representative to be bound by a written confidentiality agreement no less protective of the Proprietary Information than the terms of this Agreement. The Receiving Party shall be solely responsible for any breach of this Agreement by its Representatives (including those employees or agents who, subsequent to the first date of disclosure of the Proprietary Information hereunder, become former employees or agents). The Receiving Party agrees to take all reasonable measures to restrain its Representatives from unauthorized disclosure or use of any of the Proprietary Information. Proprietary Information shall at all times retain its character as Proprietary Information hereunder, unless the Disclosing Party specifically disclaims in writing that such information is not Proprietary Information.

2. Nonproprietary Information. The term “Proprietary Information” shall not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or any of its Representatives, (ii) was in the Receiving Party’s or its Representatives’ possession, as established by documentary evidence, before Disclosing Party’s disclosure hereunder, or (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or a principal or other representative of the Disclosing Party, provided that such source is not prohibited from disclosing such information by a contractual or legal obligation to the Disclosing Party. Specific Proprietary Information disclosed to or obtained by the Receiving Party or its Representatives shall not be deemed to be non-confidential or generally available to the public or in the prior possession of the Receiving Party or its Representatives merely because it is embraced by more general information available to the public or by more general information in the prior possession of the Receiving Party or its Representatives.

3. Disclosure Required by Law. Nothing in this Agreement shall be construed to prevent the Receiving Party from making any disclosure of any Proprietary Information if required to do so by any applicable law or regulation; provided, however, the Receiving Party shall, before such disclosure, notify the Disclosing Party of such requirements so that the Disclosing Party may seek a protective order or other remedies, and the Receiving Party shall reasonably assist the Disclosing Party therewith. If the Receiving Party remains legally compelled to make such disclosure, it shall (i) only disclose that portion of the Proprietary Information that, in the written opinion of its outside legal counsel, Receiving Party is required to disclose, and (ii) use reasonable efforts to ensure that such Proprietary Information is afforded confidential treatment.

4. Return of Proprietary Information. The Receiving Party will promptly upon the request of the Disclosing Party either return to the Disclosing Party or destroy all Proprietary Information furnished to the Receiving Party or its Representatives, without retaining any copies, extracts or other reproductions of all or part thereof. In the event of such request, all documents, memoranda, notes and other materials prepared by the Receiving Party or its Representatives based on any Proprietary Information will be promptly destroyed, or if such destruction is prohibited by law, then held by the Receiving Party subject to this Agreement. Notwithstanding the return or destruction of any of the Proprietary Information and materials based on any Proprietary Information, the Receiving Party will continue to be bound by its obligations of confidentiality and other obligations hereunder.

5. Continuing Confidentiality Obligation. As to each item of Proprietary Information, the Receiving Party's obligations under this Agreement shall survive for a period of two years after the date of this Agreement; provided, however, that with respect to any item of Proprietary Information which rises to the level of a trade secret under applicable law, the Receiving Party's obligations hereunder shall continue to survive after said two year period to the greatest extent permitted by applicable law. The rights of the Disclosing Party under this Agreement are in addition to those rights the Disclosing Party has under common law or applicable statutes for the protection of trade secrets.

6. Disclosing Party Obligations. The Disclosing Party has no obligation under this Agreement to (i) disclose any Proprietary Information, or (ii) negotiate for, enter into, or otherwise pursue the Transaction. The Disclosing Party provides all Proprietary Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and the Disclosing Party will have no liability to the Receiving Party or any other person relating to the Receiving Party's use of any of the Proprietary Information.

7. Remedies. No failure or delay by the Disclosing Party in exercising any right, power, or privilege hereunder shall operate as a waiver hereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege hereunder. Money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving Party or by any of its Representatives, and the Disclosing Party will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity. The Disclosing Party shall be entitled to apply for such relief in a court of competent jurisdiction, against the Receiving Party or its Representatives, without the necessity of posting bond.

8. Terms of This Agreement Control. The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by any offering memorandum, listing contract, or similar agreement to which the Receiving Party or any of its Representatives is a party in connection with the evaluation, negotiation, or consummation of the Transaction.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Park is located (the "State"). Each party hereby expressly (i) consents to the personal jurisdiction of the State courts and the United States Federal District Courts located in the State, and (ii) agrees that any action relating to or arising out of this Agreement shall be prosecuted only in the applicable State court having jurisdiction, or the applicable United States Federal District Court within the State. Each party waives any right to a change of venue and any and all objections to the jurisdiction over the parties of the State courts or the United States Federal District Court located in the State.

10. Entire Agreement; Amendments. This Agreement sets forth the entire agreement regarding the subject matter herein, and supersedes all prior negotiations, understandings, and agreements. No provision of this Agreement may be modified, amended, or changed except by a writing signed by the parties. The Owner is an intended third party beneficiary of this Agreement.

WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

**RECEIVING PARTY:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DISCLOSING PARTY:**

**MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES, INC.**, a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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