

State of
4C Asset ID
4C Address

NON-DISCLOSURE AGREEMENT FOR OWNED REAL ESTATE

This Non-Disclosure Agreement for Owned Real Estate ("Agreement") is entered into by and between:

(a) The **Seller** is (check one and complete):

the **Federal Deposit Insurance Corporation ("FDIC"), as Receiver for**

(Name of Failed Bank) ,

, ; or
(City of headquarters) *(State of headquarters)*

the **FDIC in its corporate capacity; or**

(Name of subsidiary) ,

a(n) .
(State of formation) *(Legal entity type, such as LLC or corporation)*

(b) The **Interested Party** (check one and complete):

(Legal entity name) ,

a(n) ; or
(State of formation) *(Legal entity type, such as LLC or corporation)*

(Individual(s) names)

of , .
(City of residency) *(State of residency)*

RECITALS

A. Interested Party seeks information from Seller that Interested Party believes may assist Interested Party in evaluating and potentially purchasing that certain real estate owned by Seller as described on Exhibit "A" attached to this Agreement ("Property"); and

B. Interested Party understands, acknowledges and expressly agrees to Seller's non-disclosure terms set forth in this Agreement regarding any information that may be provided to Interested Party by Seller.

In consideration of the promises and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Interested Party agree as follows:

1. Information. Seller may furnish Interested Party with non-public, confidential or proprietary information about the Property, including but not limited to data, documents, files, records and other information (whether written, oral or

electronic, and whether prepared by Seller or by third parties), (collectively, the "Information"). Some Information may be further identified on Exhibit "B" attached to this Agreement.

- 2. Limitation On Use Of Information.** Interested Party will (a) keep the Information confidential and will not, without Seller's prior written consent, disseminate or disclose any Information in any manner whatsoever, and (b) use the Information solely for the purpose of evaluating the suitability of the Property for Interested Party's intended purpose; provided, however, that Interested Party may reveal the Information to its partners, directors, officers, employees, advisors, attorneys, accountants, consultants, affiliates, representatives, agents, lenders and successors and assigns (collectively, "Representatives") (i) who reasonably need to know the Information for the purpose of evaluating Interested Party's purchase of the Property, (ii) who have been informed by Interested Party of the confidential nature of the Information and (iii) who agree in writing to act in accordance with this Agreement. Interested Party is solely responsible for any breach of this Agreement by any of its Representatives. Interested Party will keep a record of each Representative who receives the Information.
- 3. Legally Required Disclosure Of Information.** Interested Party will notify Seller in writing within one (1) business day upon Interested Party acquiring any knowledge that it may be legally compelled to disclose Information by subpoena, civil suit or other legal proceeding, so that Seller may seek an appropriate protective order and/or waive Interested Party's compliance with the Agreement. In the absence of a protective order or waiver, Interested Party may disclose that portion of the Information that Seller is legally required to disclose if, in the written opinion of Interested Party's legal counsel, failure to disclose such Information would subject Interested Party to liability for contempt, censure or other legal penalty or liability.
- 4. Destroying the Information.** As to any Property not purchased by Interested Party, unless directed otherwise by Seller, Interested Party will destroy, and cause all persons or entities to whom Interested Party has disclosed the Information to destroy, all copies of the Information. Regardless of the destruction of the Information, Interested Party shall remain bound by the Agreement.
- 5. Liability.** Interested Party will notify Seller immediately of any breach of the Agreement. If Seller determines that Interested Party breached the Agreement, Seller may, exercise any and all legal or equitable rights or remedies to which Seller is entitled on account of Interested Party's breach. Seller will not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance.
- 6. Indemnification.** Interested Party will defend, indemnify and hold harmless Seller from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs, and expenses (including attorneys' fees) asserted against or incurred by Seller as a result of any violation of, or failure to comply with, the Agreement by Interested Party, its Representatives or any person or entity to whom Information has been disclosed.
- 7. Disclaimer as to Information; Release of Seller.** Interested Party acknowledges and understands that (a) some or all of the Information may have been prepared by third parties other than Seller, and (b) Seller expressly disclaims all representations and warranties either express or implied, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose, and any warranty with respect to the content, completeness or accuracy of the Information. Interested Party is expressly prohibited from contacting any of these third parties at any time without the prior written consent of Seller. Interested Party is at all times responsible for independently assuring itself as to the content, completeness or accuracy of the Information, and Interested Party's reliance on the Information will be at Interested Party's sole risk. Interested Party hereby releases Seller from all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees) asserted against or incurred by Interested Party by reason of Interested Party's knowledge of, or reliance upon, the Information.
- 8. Effect of Invalid Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect or limit the validity or enforceability of any other provision hereof and such invalid or unenforceable provision will be construed or deemed amended by the parties only to the extent necessary to make it valid and enforceable.
- 9. Survival.** The Agreement will survive for two (2) years from the Effective Date.

[The remainder of this page is intentionally blank.]

INTERESTED PARTY'S SIGNATURE PAGE

The Interested Party has executed this Agreement on the date set forth in the signature block below.

INTERESTED PARTY (check one box and complete):

INDIVIDUAL(S) identified in Section 1. Sign on first line. Print name(s) on second line.

Signatures:

Print Names:

Date:

LEGAL ENTITY identified in Section 1. Example: XYZ Corporation, a New Jersey corporation.

Print:
(Legal entity name)

, a(n)
(State of formation) (Legal entity type, such as LLC or corporation)

By:
(Entity authorized representative signs here)

Print Name:

Title:

Date:

INTERESTED PARTY'S ADDRESS TO RECEIVE NOTICES UNDER THIS CONTRACT:

Interested Party's complete mailing address

(Street address only; a P.O. Box is NOT acceptable)

,

Telephone Number:

Email:

[Seller's Signature Page follows.]

SELLER'S SIGNATURE PAGE

The Seller has executed this Agreement on the date set forth in the signature block below.

SELLER (check one box and complete):

FEDERAL DEPOSIT INSURANCE CORPORATION,
in the capacity stated in Section 1.

SELLER LEGAL ENTITY identified in Section 1:

Print:

(Name of subsidiary)

, a(n)
(State of formation) (Legal entity type, such as LLC or corporation)

By:

(Entity authorized representative signs here)

Print Name:

Title:

Date:

SELLER'S ADDRESS TO RECEIVE NOTICES UNDER THIS CONTRACT:

Seller's complete mailing address

Attn: ORE Department
600 North Pearl Street
Dallas, TX 75201

Telephone Number:

Email: DRROROONotices@fdic.gov

A COPY OF ANY NOTICE TO SELLER MUST ALSO BE SENT TO:

(Street address only; a P.O. Box is NOT acceptable)

,

Telephone Number:

Email:

Exhibit "A" to Non-Disclosure Agreement for Owned Real Estate

REAL PROPERTY DESCRIPTION

LIST OF INFORMATION FURNISHED BY SELLER TO INTERESTED PARTY