MMG EQUITY PARTNERS

NON-DISCLOSURE AGREEMENT

Property Name: ____________________________________

Property Address: ____________________________________

Owner: ____________________________________(“Owner”)

Recipient: MMG Acquisitions Group, LLC, a Florida limited liability company (“Recipient”)

This Non-Disclosure Agreement (this “Agreement”) is entered into in connection with Recipient's evaluation of a possible acquisition of the property identified above (the “Property”). In consideration of Owner (or Owner's broker or representative) making available to Recipient certain non-public information regarding the Property or Owner, including financial statements, rent rolls, leases, surveys, environmental and engineering reports, and other documents or data (collectively, the “Offering Materials”), Recipient agrees as follows.

1. Property-Specific Scope

This Agreement applies only to the specific property identified above by street address (the “Property”). It does not apply to, and creates no obligation with respect to, any other property, transaction, or opportunity, whether or not later offered by Owner or any other party.

2. Exclusions

Offering Materials do not include information that (a) is or becomes publicly available other than through Recipient's breach of this Agreement, (b) was already in Recipient's possession before disclosure and free of any confidentiality restriction, (c) is received from a third party not known by Recipient to be under a confidentiality obligation to Owner, or (d) is independently developed by Recipient without use of the Offering Materials.

3. Prior Knowledge / Overlapping Broker Carve-Out

If, within two (2) business days after Recipient's receipt of the Offering Materials, Recipient notifies the party who disclosed them, together with reasonably satisfactory proof, that MMG (whether through the signatory below or any other partner, officer, or employee of MMG) (a) has already been introduced to the Property or its owner, (b) is already in discussions or negotiations regarding the Property with the owner or another broker, or (c) has previously received substantially the same information about the Property from another source, then this Agreement is void as of its date, and Recipient has no further obligation under it, including with respect to any claim for compensation.

4. Use and Return of Offering Materials

Recipient will use the Offering Materials solely to evaluate a possible acquisition of the Property, and for no other purpose. The Offering Materials remain Owner's property and may not be copied without Owner's consent. Upon Owner's request, or if Recipient decides not to pursue the Property, Recipient will promptly return or destroy the Offering Materials and confirm that destruction in writing if requested.

5. Permitted Disclosure

Recipient may share the Offering Materials with its partners, officers, employees, legal counsel, lenders, and other advisors who reasonably need the information to evaluate the Property (“Related Parties”), provided Recipient informs each Related Party of the confidential nature of the Offering Materials and is responsible for any Related Party's failure to comply with this Agreement as if it were Recipient's own failure.

6. No Representations; Independent Investigation

Owner makes no representation or warranty as to the accuracy or completeness of the Offering Materials or the condition of the Property. Recipient will rely solely on its own independent investigation and diligence, including as to financial, physical, environmental, title, and tenant matters, and not on the Offering Materials.

7. No Contact Without Consent

Recipient will not contact the Property's tenants, property manager, lender, or Owner's partners regarding the Property without Owner's prior written consent.

8. No Brokerage Obligation Created

This Agreement addresses confidentiality only. It does not create, and should not be read to create, any obligation by Owner or Recipient to pay a commission, fee, or other compensation to any person. Any compensation owed to a broker or intermediary in connection with the Property is governed exclusively by a separate written fee agreement, if any, and not by this Agreement.

9. Term

Recipient's confidentiality obligations under this Agreement survive for twelve (12) months from the date of this Agreement, or, if earlier, until the parties execute a definitive written agreement for the Property, at which point that agreement controls.

10. Remedies

Recipient acknowledges that a breach of this Agreement may cause harm to Owner for which money damages alone may not be an adequate remedy, and that Owner may seek injunctive or other equitable relief in addition to any other remedy available at law.

11. Governing Law

This Agreement is governed by the laws of the State of Florida, without regard to conflicts-of-law principles.

12. Entire Agreement

This Agreement contains the entire understanding between the parties regarding its subject matter and may be amended only in writing signed by both parties. An electronic signature has the same effect as an original, and this Agreement may be executed in counterparts.

Agreed and accepted:

RECIPIENT:
MMG Acquisitions Group, LLC

By: ______________________________________ Date: _____________________

Name: ______________________________________

Title: ______________________________________

OWNER:
By: ______________________________________ Date: _____________________

Name: ______________________________________

Title: ______________________________________