

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made and entered into as of _____ by _____ ("Receiving Party"), for the benefit of **Millbrook Partners, LLC dba NAI Nashville, a Tennessee Limited Liability company**, which is herein referred to as the "Disclosing Party".

WHEREAS, Receiving Party is an independent broker that may have an interest in cooperatively working with Disclosing Party on a future real estate transaction. Pursuant thereto, Receiving Party has requested various written materials and other information consisting of confidential and proprietary information concerning the real estate assets and operations of Disclosing Party (collectively, the "Confidential Information"); and

WHEREAS, Disclosing Party is willing to furnish the Confidential Information to Receiving Party, subject to, and conditioned upon, Receiving Party's agreeing to the terms and conditions set forth herein.

NOW, therefore, in consideration of the privileges granted to Receiving Party with respect to receiving the Confidential Information and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Receiving Party hereby agrees as follows:

1. The Confidential Information and the fact that Receiving Party has received the Confidential Information shall be kept confidential and shall be used by Receiving Party solely for the purpose of assisting Disclosing Party in evaluating potential real estate transactions. Receiving Party may disclose the Confidential Information to its designated officers, attorneys, principals, and employees (collectively, "Representatives"), on a "need to know" basis only. Before disclosing any Confidential Information to its Representatives, however, Receiving Party will inform them (a) of the confidential nature of the Confidential Information, and (b) to not disclose such information to any other person. Receiving Party agrees not to disclose to any party, other than its Representatives that it is in discussions with Disclosing Party or that it has any Confidential Information and then only on a "need to know" basis. Receiving Party agrees to be responsible for any breach of this Agreement by the Representatives. Notwithstanding the foregoing, the Confidential Information may be used by Receiving Party or its Representatives to enforce any claims or defenses under this Agreement or under any final written definitive agreement between Receiving Party and Disclosing Party involving a purchase or lease of an asset or assets. Nothing by virtue of this Agreement shall obligate any party to enter into an agreement for the lease, sale or purchase of any Assets.
2. The term "Confidential Information" does not include any information that (a) at the time of the disclosure or thereafter is generally available to the general public (other than as a result of a disclosure by Receiving Party or its Representatives in violation of

this Agreement); (b) was available to Receiving Party on a non-confidential basis from a source other than Disclosing Party, provided that such source to Receiving Party's knowledge was not bound by a confidentiality obligation or duty to Disclosing Party or any other party; (c) has been or is independently developed by Receiving Party without violating any of Receiving Party's obligations under this Agreement; or (d) must be released pursuant to applicable law or a judicial or administrative order. Upon written request by any Disclosing Party, Receiving Party shall promptly return to such Disclosing Party, or destroy (with written certification of such destruction given to Disclosing Party), Confidential Information, including written, electronic or digital Confidential Information and any copies thereof in Receiving Party's possession or in the possession of Receiving Party's Representatives or other parties to whom such Confidential Information was delivered. Notwithstanding the foregoing, Receiving Party may retain one copy of the Confidential Information solely to the extent required by applicable law, legal process or Receiving Party's document retention policy; provided that Receiving Party shall keep such retained Confidential Information confidential in accordance with this Agreement.

3. In the event that Receiving Party or its Representatives or other permitted party to whom the information is disclosed by Receiving Party is required by law, regulation or legal process to disclose any Confidential Information, then Receiving Party, to the extent permitted under applicable law, shall promptly notify the Disclosing Party to permit the Disclosing Party, or any of them, solely at Disclosing Party's expense, to seek a protective order or to take other appropriate action. Receiving Party also shall cooperate (at the sole expense of the Disclosing Party) in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. If, in the absence of a protective order, Receiving Party or a Representative or other party receiving the Confidential Information from Receiving Party is compelled to disclose the Confidential Information, then Receiving Party or its Representative may disclose to the party compelling disclosure only the part of the Confidential Information required to be disclosed (in which case, prior to such disclosure, Receiving Party shall, to the extent permitted under applicable law, advise and consult with the Disclosing Party and their respective counsels as to such disclosure and the nature and wording of such disclosure, all at the sole expense of the Disclosing Party) and the Receiving Party shall use commercially reasonable efforts to obtain confidential treatment with respect thereto, at the Disclosing Party's sole cost and expense.

4. RECEIVING PARTY UNDERSTANDS AND ACKNOWLEDGES THAT EXCEPT AS MAY BE SET FORTH IN A FINAL DEFINITIVE AGREEMENT FOR THE LEASE OR PURCHASE OF AN ASSET OR ASSETS, DISCLOSING PARTY IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION OR AS TO THE ASSETS, AND, EXCEPT AS MAY BE SET FORTH IN A FINAL DEFINITIVE AGREEMENT FOR THE LEASE OR PURCHASE OF AN ASSET OR ASSETS, NEITHER THE DISCLOSING PARTY

NOR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, STOCKHOLDERS, OWNERS, AFFILIATES, SUBSIDIARIES, PARTNERS, ATTORNEYS OR AGENTS WILL HAVE ANY LIABILITY TO RECEIVING PARTY, ANY REPRESENTATIVE OF RECEIVING PARTY, OR ANY OTHER PERSON RESULTING FROM RECEIVING PARTY'S USE OF THE CONFIDENTIAL INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD THAT THE DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TRUTH, ACCURACY OR COMPLETENESS OF SAME AND RECEIVING PARTY AGREES THAT NEITHER IT NOR ITS REPRESENTATIVES SHALL BE ENTITLED TO RELY ON SUCH REPORTS OR ANY INFORMATION CONTAINED THEREIN.

5. Receiving Party agrees that, in the event of any breach of the provisions of this Agreement, the Disclosing Party, or any of them, shall be entitled to seek equitable relief, including without limitation in the form of injunctions and orders for specific performance, in addition to all other remedies available to the Disclosing Party at law or in equity. It is further understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege thereunder. Notwithstanding anything to the contrary contained in this Agreement, Receiving Party and its Representatives shall not be liable for any special, indirect, consequential, or punitive damages in connection with a breach of contract action arising under this Agreement. Any prevailing party in an action under this Agreement shall be entitled to recover from the nonprevailing party reasonable attorneys' fees and court costs. The terms of this paragraph 5 shall survive for a period of one (1) year from the Termination Date (as defined below).

6. This Agreement constitutes the entire agreement between the Disclosing Party and Receiving Party with respect to the transactions contemplated hereby. This Agreement may be amended only in writing and no amendment is enforceable unless signed by all parties to (including those intended in the opening paragraph hereof to be benefited by) this Agreement.

7. Neither Receiving Party nor the Representatives will, without the prior written approval of Disclosing Party which may be withheld in its/their sole discretion, contact any employees of any Disclosing Party or any tenants of the Assets owned or controlled by Disclosing Party; provided however this paragraph shall not preclude Receiving Party or its Representatives from communicating with any such persons or entities in the ordinary course of its/their business if unrelated to the Confidential Information contemplated by this Agreement.

9. Except for the terms of paragraph 5, this Agreement and the obligations contained herein shall terminate one (1) year from the date hereof (the "Termination Date").

10. This Agreement shall be governed by and construed in accordance with the laws of the States of North Carolina and Tennessee without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

Millbrook Partners, LLC dba NAI Nashville

By: _____

Name: Devin McClendon
Title: CEO
Email: dmccclendon@nainashville.com
Phone: 615-377-4747
Address
7105 Town Center Way
Brentwood, TN 37027

Name: Priscilla Smith
Title Vice President
Email: psmith@nainashville
Phone: 615-377-4747
Mobile: 615-498-3880
Address:
7105 Town Center Way
Brentwood, TN 37027

Interested Party

By: _____

Name: -----

Address: -----

Email: -----