

Confidentiality Agreement and Agency Disclosure

THIS CONFIDENTIAL INFORMATION is intended solely for your own limited use in consideration of whether to pursue negotiations to acquire Cordova Town Center (the "Property"), located in CORDOVA, TENNESSEE. This Property is owned by Cordova Town Center I Partnership (the "Owner"), and this information is not intended to be an offer for the sale of the Property.

This will serve to confirm our agreement concerning certain material, data and information (the "Marketing Package") which Trezevant Realty Corporation ("Broker") may make available to _____ (the "Prospective Purchaser") for study in connection with a possible purchase by Prospective Purchaser of the Property.

Broker is prepared to furnish Prospective Purchaser with the Marketing Package in connection with discussions and negotiations concerning a possible transaction involving the Property only on the condition that Prospective Purchaser treat such Marketing Package confidentially and confirm certain representations to the Owner and the Broker. Therefore, as a prerequisite to Broker's furnishing to Prospective Purchaser the Marketing Package, Prospective Purchaser hereby represents and agrees to the following:

1. The Marketing Package furnished to Prospective Purchaser will be used by Prospective Purchaser solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as broker or agent for any other person. Therefore, Prospective Purchaser agrees to keep the Marketing Package strictly confidential; provided, however, that the Marketing Package information may be disclosed to Prospective Purchaser's directors, officers or employees, as well as its counsel, accounting firms and financial institutions who need to know such information for the purpose of assisting with Prospective Purchaser's possible purchase of the Property. Such directors, officers, lawyers, financial institutions and accountants shall be informed by Prospective Purchaser of the confidential nature of such information and shall be directed by Prospective Purchaser to hold such information in strict confidence.

Prospective Purchaser agrees not to copy or duplicate the Marketing Package and to return the Marketing Package at Prospective Purchaser's expense to Broker promptly if Prospective Purchaser and/or Owner/Broker decide to discontinue their discussions, or immediately upon the request of Broker.

2. Although Broker has endeavored to include in the Marketing Package information which Broker believes to be relevant for the purpose of assisting Prospective Purchaser in Prospective Purchaser's evaluation of the Property for possible purchase, ***Prospective Purchaser understands and acknowledges that neither the Owner of the Property nor Broker make any representations or warranties to Prospective Purchaser as to the accuracy or completeness of the Marketing Package. Prospective Purchaser agrees that Owner and Broker shall not have any liability to Prospective Purchaser as a result of our use of the Marketing Package, and it is understood that Prospective Purchaser is expected to perform and be responsible for such due diligence, investigations and inspections of the Property, including investigation of any environmental conditions, such as ADA (Americans with Disabilities Act), hazardous waste and flood zone, as it deems necessary or desirable, and as permitted by agreement with the Owner of the Property.***
3. Prospective Purchaser also warrants and represents that no real estate broker or agent represents or will represent it in any possible transaction involving the Property other than those registered with Broker. Prospective Purchaser is advised that Trezevant Realty Corporation is acting on behalf of Owner as Exclusive Broker in connection with the investment in this Property. Should the Prospective Purchaser elect to have representation by a broker, Prospective Purchaser hereby agrees that any fees earned by or owed to broker in connection with this transaction will be paid by the undersigned Prospective Purchaser. Prospective Purchaser agrees to indemnify and hold harmless Owner and Broker, their respective affiliates, successors and assigns, employees, officers and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by broker, finder or similar agent for commissions, fees or other compensation for bringing about any investment in the Property by Prospective Purchaser.

4. Prospective Purchaser hereby acknowledges that the Prospective Purchaser has been informed, both orally and by this written disclosure, that:

A. Trezevant Realty Corporation is acting as Exclusive Broker for the Owner of the Property, and

B. Any information given by the Prospective Purchaser to Broker may be disclosed to the Owner.

5. While Owner and Broker may discuss the purchase and sale of the Property with Prospective Purchaser, either Owner or Broker, in our sole and absolute discretion, may terminate discussions at any time and for any reason without any recourse or liability from the Prospective Purchaser. Prospective Purchaser acknowledges Owner has no obligation to discuss or agree to the sale of the Property or any portion thereof. The discussions may be lengthy and complex, and notwithstanding that the parties may reach one or more oral understandings or agreements on one or more issues being discussed, ***neither Owner and/or Broker nor Prospective Purchaser shall be bound by any oral agreement of any kind and no rights, claims, obligations or liabilities of any kind, either express or implied, shall arise or exist in favor of or be binding upon either Owner and/or Broker or Prospective Purchaser except to the extent expressly set out in a written agreement signed by both Owner and Prospective Purchaser.***

THE OWNER EXPRESSLY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR EXPRESSIONS OF INTEREST IN THE PROPERTY, AND TO TERMINATE DISCUSSIONS WITH ANY PARTY AT ANY TIME WITH OR WITHOUT NOTICE OR CAUSE; AND UPON SUCH ACTION, PROSPECTIVE PURCHASER AND OWNER SHALL IN NO WAY HAVE ANY RECOURSE TO THE OTHER FOR SUCH ACTION.

6. Prospective Purchaser agrees not to contact the tenants, owners or occupants of the Property in connection with Prospective Purchaser's review of the Marketing Package.

7. THIS MARKETING PACKAGE SHALL NOT BE DEEMED AS REPRESENTATION OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF PREPARATION OF THIS CONFIDENTIALITY AGREEMENT AND AGENCY DISCLOSURE.

If you do not wish to pursue negotiations leading to an acquisition of the Property, or if in the future the parties discontinue such negotiations for any reason, Prospective Purchaser agrees to immediately return at Prospective Purchaser's expense all contents of the Marketing Package to Broker. ***Please print a copy of this Agreement, execute where indicated, fill in the blank determining the "Prospective Purchaser" and return via FAX, overnight courier service (such as FedEx), Express Mail, or United State Postal Service mail delivery at your earliest convenience.***

ACKNOWLEDGED, ACCEPTED AND AGREED BY PROSPECTIVE PURCHASER:

THIS _____ DAY OF _____, 2015.

By: _____
Prospective Purchaser

Its: _____

Company: _____

Address: _____

Phone No.: _____

Fax No.: _____

E-mail Address: _____

Return to:
Trezevant Realty Corporation
Attn: Lori Bailey
9062 Valley Crest Lane
Germantown, TN 38138
(901) 755-6040
(901) 755-6243 FAX
E-mail: lori@trezevantrealty.com