

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The undersigned party (the “Buyer”) desires to review information and documents related to certain property or properties (individually and collectively, the “Property”) that are owned by TMG Equities LLC (each, as to the properties it owns, the “Seller”), and that are being offered for sale through an auction held by Auction Management Corporation (the “Auctioneer”); and

Seller is willing to provide Buyer with certain information and documents related to the Properties on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises set forth herein and Seller’s delivery of Confidential Information to Buyer, Buyer agrees as follows:

1. **Definition of Confidential Information.** "Confidential Information" shall mean all written and verbal information shared by Seller or Auctioneer with Buyer with respect to the Property.

2. **Confidentiality and Non-Use.** Buyer agrees that it shall:

- a. hold confidential (and cause its officers, directors, members, managers, investors, employees, affiliates, accountants, counsel and other representatives and agents to hold confidential) all Confidential Information and not disclose any Confidential Information to any person or entity other than those employees or agents of Buyer who are actively and directly participating in the evaluation of the Property without the prior written consent of Seller; and
- b. use such Confidential Information only for the purposes of evaluating the Property and for no other purposes whatsoever, except with the prior written consent of Seller; and
- c. upon any termination of negotiations for the sale of the Property to Buyer, return to Seller or destroy all documents (and copies thereof) containing Confidential Information within Buyer’s possession or control.

3. **Exceptions to the Confidentiality and Non-Use Obligations.** The obligations imposed by Section 2 hereof shall not apply, or shall cease to apply, to any Confidential Information if or when, but only to the extent that, such Confidential Information:

- a. was known to Buyer prior to the receipt of the Confidential Information;
- b. is independently developed by Buyer, as evidenced by the written records thereof;
- c. is required in writing by any court order; or

d. is already part of the public domain or disclosed by a non-Buyer third party.

4. **No Further Agreements Hereunder.** Buyer and Seller shall not be under any obligation to enter into any further agreements with the other party or its parents, subsidiaries or affiliates of any nature whatsoever as a result of this Agreement. Each party hereto reserves the right, in its sole discretion, to decline to make, to retract or to reject at any time any proposal which has not yet become legally binding by execution of a written agreement between the parties with respect thereto with respect to any further agreements or business arrangements with the other party hereto, its parents, subsidiaries or affiliates and to terminate all further discussions and negotiations.

5. **Effective Date.** This Agreement shall be effective retroactive to the date that the parties first began discussions regarding the Property and shall continue in force until the execution of a binding purchase agreement for the Property or the termination of negotiations for such purchase agreement, unless agreed otherwise by the parties in writing.

6. **Termination; Duration of Obligations.** This Agreement shall terminate upon the execution of a binding purchase agreement for the Property or the termination of negotiations for such purchase agreement; provided, however, that the obligations not to use or disclose, and to return or destroy, Confidential Information already disclosed at the time of termination shall continue to be treated as Confidential Information indefinitely thereafter until such time as Section 3 applies thereto.

7. **Entire Agreement.** This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements and understandings between the parties relating to the subject matter hereof. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

8. **Successors.** This Agreement shall be binding on, and inure to the benefit of, the respective successors of the parties thereto.

9. **Governing Law; Disputes.** This Agreement is made subject to and shall be construed under the laws of the State of North Carolina. The parties agree that the state and federal courts situated in the State of North Carolina is located shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement, the Confidential Information or the potential transactions under discussion by the parties hereto, with each party irrevocably consenting to the jurisdiction thereof for any actions, suits or proceedings arising out of or relating to this Agreement, the Confidential Information or the potential transactions under discussion by the parties hereto and each party irrevocably waives its rights to jury trials with respect thereto. In the event of any litigation hereunder, the prevailing party shall be entitled to costs and reasonable attorneys fees.

10. **Breach.** Buyer acknowledges and agrees that Seller will be irreparably harmed by any disclosure or use of the Confidential Information in violation of the terms hereof and that in the event of any breach of the provisions of this Agreement, Seller shall be entitled to equitable relief,

including in the form of injunctions and orders for specific performance, in addition to all other remedies available to Seller with respect thereto at law or in equity.

11. **No Reliance.** Buyer expressly agrees that Seller is furnishing copies of the Confidential Information to Buyer for informational purposes only and without representation or warranty as to the accuracy or completeness of the contents of such materials. Buyer covenants and agrees that it shall not be entitled to rely on such documents and information.

The Buyer's signature below indicates the Buyer's acceptance of the foregoing terms and provisions:

BUYER:

By: _____

Name: _____

Its: _____