



CONFIDENTIALITY AGREEMENT

This agreement is made and entered into effective _____, _____, _____
by and between _____ the ("Seller"), and
_____ (the "Buyer" and their Authorized Agent),
represented herein by Real EstateSoutheast, LLC, duly authorized.

WHEREAS Buyer has inquired from Seller about the purchase of certain property
with an approximate municipal address of, more particularly described as;

AND WHEREAS Seller wishes to disclose certain information to Buyer, including
without limitation pricing information for a sale or lease of the subject property,

AND WHEREAS Buyer agrees that Seller will suffer irreparable damage if the
information regarding the subject property is divulged to third parties,

NOW, therefore, in consideration of the mutual covenants and promises set forth
herein, Seller and Buyer agree as follows:

1. CONFIDENTIAL INFORMATION.

Purchaser shall not disclose any CONFIDENTIAL INFORMATION to any employees
of purchaser except those employees who are required to have that CONFIDENTIAL
INFORMATION in order to perform their job duties in connection with the limited purposes
of this Agreement. Each permitted employee to whom CONFIDENTIAL INFORMATION is
disclosed shall sign a non- disclosure Agreement substantially the same as this
Agreement.

As provided herein, "CONFIDENTIAL INFORMATION" shall mean all information
transmitted by Seller or their agents to Buyer or its agents regarding the subject property,
including without limitation: the mere fact that the property was or may be available for
lease or sale, the sales price and/or lease price of the property, the terms or proposed
terms of any sale or lease of the property, as well as all other information,
documentation, business records, or any other documentation or discussions related
thereto, disclosed or made available by Seller to Buyer.

2. ACKNOWLEDGMENT. Buyer acknowledges and agrees that the CONFIDENTIAL
INFORMATION is proprietary and a valuable trade secret of the Seller, and that any
disclosure or unauthorized use thereof will cause irreparable harm and loss to Seller.

Further Buyer acknowledges that Seller makes no representation or warranty as to the
accuracy or completeness of the CONFIDENTIAL INFORMATION. Seller expressly disclaims
any and all liability for representation, expressed or implied, contained in the
CONFIDENTIAL INFORMATION or omissions from the CONFIDENTIAL INFORMATION, or in any
other written or oral communication transmitted or made available to Buyer. Buyer agrees
that neither Seller nor any affiliate of Seller shall have any liability to Buyer or any of its
representatives or related parties resulting from use of or reliance upon the CONFIDENTIAL
INFORMATION. Buyer shall make its own investigations, projections, and conclusions.



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3. BUYER'S OBLIGATIONS.

a) CONFIDENTIAL INFORMATION shall be used solely for the purpose of evaluating the Proposed Transaction and maintained in strict confidence by Buyer and shall not be disclosed to anyone, except as set forth herein.

b) Except as provided otherwise herein and except as agreed otherwise by Seller in writing, Buyer shall not disclose CONFIDENTIAL INFORMATION to any person.

c) The disclosure of CONFIDENTIAL INFORMATION shall be limited to the following persons:

Name: _____

Phone: _____ Email: _____

Name: _____

Phone: _____ Email: _____

d) In the event the proposed transaction is not consummated confidential information, and all copies, abstracts, and extracts thereof will be destroyed or returned to seller. Any documents including or referencing confidential information shall be destroyed.

e) Purchaser will not disclose that seller and purchaser are having or have had discussions or that purchaser has received any confidential information.

4. SELLER'S RIGHT TO TERMINATE. Seller expressly reserves the right, at its sole discretion to reject any and all expressions of interest in, or all offers to purchase an interest in the property, to terminate discussions with Buyer at any time, with or without notice. Seller shall have no legal commitment, or obligation, to Buyer unless or until a written agreement for the sale of property has been fully executed, and delivered and approved by Seller and its legal counsel and any conditions to Seller's obligations thereunder have been satisfied or waived.

5. INJUNCTION. In the event a breach or a threatened breach of this Agreement, Seller shall be entitled to a temporary restraining order and injunction restraining and enjoining Buyer, Buyer's employees, agents, representatives and assigns, from disclosing, in whole or in part, the CONFIDENTIAL INFORMATION to third parties. Nothing contained herein shall be construed as prohibiting Seller from pursuing any other remedies available to Seller for a breach or threatened breach, including the recovery of damages from Purchaser.

6. DEFINITIVE AGREEMENT. Seller and Purchaser agree that, unless and until a final definitive agreement regarding the Proposed Transaction has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such a transaction as a result of this Agreement, except for the matters specifically agreed to herein. Seller and Purchaser further acknowledge and agree that each party reserves the right, in its sole discretion, to reject any and all proposals made by the other party with regard to the Proposed Transaction and to terminate discussions and negotiations at any time without any further obligation(s) except as herein provided.

7. SURVIVAL. The restrictions and obligations of this Agreement, and the injunctive relief and damages available to Seller as a result thereof shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind Buyer and Buyer's employees, agents, representatives, attorneys, successors, heirs and assigns for a period of ten years following the date of this Agreement.



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8. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama. Buyer specifically agrees that venue and jurisdiction for the enforcement of this Agreement will lie in the Judicial District Court in and for Calhoun County, State of Alabama, or the City Court for Demopolis, Alabama.

9. ATTORNEYS' FEES. In the event of any suit, action or proceeding at law or in equity, by either party against the other by reason of any manner or thing arising out of this Agreement, the prevailing party shall recover, not only its legal costs, but reasonable attorneys' fees (to be computed by the court), including the costs of all appeals, for the maintenance or defense of said action or suit, as the case may be.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

BUYER: _____

AUTHORIZED AGENT: _____

By: _____

By: _____

Date: _____

Date: _____