

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement"), dated as of this _____, is entered into between _____ ("Recipient") and NAI Knoxville, Inc. ("NAI").

NAI is furnishing to Recipient certain non-public, confidential and proprietary information belonging to NAI's client ("Client") in connection with (the "Purpose") the possible purchase of 3401 Henson Rd Knoxville, TN 37921 (the "Property"). All such information furnished by NAI to Recipient or its officers, directors, employees, agents, or representatives ("Representatives") is referred to in this Agreement as the "Information". As a condition to furnishing any Information to Recipient, Recipient agrees as follows:

1. The Information will be kept confidential by Recipient, and will not, without the prior written consent of NAI, be disclosed by Recipient in any manner whatsoever, in whole or in part, and will not be used by Recipient, directly or indirectly, for any purpose other than for the Purpose; provided, however, that (i) Recipient may transmit the Information to its Representatives who need to know the Information strictly in connection with the Purpose, and who are informed by Recipient of the confidential nature of the Information, and (ii) Recipient may disclose Information, in accordance with paragraph 4 below, to the extent that any such Information is legally required to be disclosed.
2. This Agreement shall not apply to any Information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Recipient or its Representatives; (b) became or becomes available to Recipient or its Representatives on a non-confidential basis from a source other than NAI; or (c) is independently ascertained by Recipient or its Representatives.
3. At NAI's request, Recipient shall promptly return all Information furnished to Recipient and its Representatives, or, at NAI's election, destroy such Information (such destruction to be certified in writing to NAI by an authorized officer supervising such destruction).
4. If Recipient becomes legally compelled (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, Recipient will provide NAI with prompt written notice so that NAI and/or Client may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or remedy is not obtained, or NAI waives compliance with the provisions of this Agreement, Recipient shall cooperate with NAI in any attempt by NAI to obtain assurance that confidential treatment will be accorded the Information so furnished.
5. Recipient acknowledges and agrees that neither NAI nor Client make any representation or warranty as to the accuracy or completeness of the Information and that neither NAI nor client shall have any liability to Recipient as a result of Recipient or its Representatives use of the Information, except as set forth in a definitive agreement.
6. Recipient represents that no broker or agent represents it or will represent it in any possible transactions involving the Property unless disclosed in writing to NAI prior to the receipt of the Information and that Recipient shall compensate its broker or agent. Neither NAI nor Client shall be obligated to pay any compensation to a broker or agent representing Recipient. Except as set forth in a separate written and signed agreement, if any, neither NAI nor Client will be liable, and hereby expressly disclaim liability for, any claim for broker's fee, finder's fee, commission or other similar compensation in connection with execution of this agreement or otherwise based on any other relationship with or through Recipient and/or the potential transaction contemplated by this agreement (and regardless of whether a broker has facilitated execution of this agreement).

7. This Agreement shall be governed by the laws of the Tennessee.

8. If Recipient breaches or threatens to breach any provisions of this Agreement, NAI will have the right and remedy, in addition to any other rights and remedies it may have under law or in equity, to have its rights under this Agreement specifically enforced by any court having equity jurisdiction, all without the need to post a bond or any other security or to prove any amount of actual damage or that money damages would not provide an adequate remedy, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to NAI and Client and that monetary damages will not provide an adequate remedy. Each party hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the Tennessee and of the United States of America located in the City of Knoxville for any actions, suits or proceedings arising out of or relating to this Agreement.

9. It is understood and agreed that no failure or delay by NAI in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power, or privilege hereunder.

10. Any notice required or permitted to be given under this Agreement shall be in writing, by hand delivery, commercial overnight courier or certified or registered U.S. Mail, postage prepaid and return receipt requested, to the address stated below for NAI or to the address stated below for Recipient, and shall be deemed duly given upon receipt, or if by certified or registered mail three (3) business days following deposit in the U.S. Mail. The parties hereto may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.

If to NAI:

255 N. Peters Road, Suite 255
Knoxville, TN 37923
ATTN: James Roberson
(865) 777-3038

If to Recipient:

Address: _____
City, State, Zip: _____
Contact: _____
Phone Number: _____

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement.

12. Each of the individuals signing below warrants that he or she has been duly authorized to execute this Agreement on behalf of Recipient or NAI, as the case may be.

13. You acknowledge that NAI has an exclusive listing to sell the Property and NAI will be acting as the Client's agent in the transaction.

14. NAI SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY.

15. The terms of this agreement shall terminate as of the date that is one year from the date of this

agreement.

16. The owner of the Property is a third-party beneficiary of the Agreement, and is entitled to the rights and benefits of NAI hereunder and may enforce the provisions hereof as if it were a party hereto.

IN WITNESS WHEREOF, the parties agree to the terms and conditions set forth above.

RECIPIENT-- PLEASE INDICATE YOUR CAPACITY FOR THIS TRANSACTION IN THE BOXES BELOW:

I AM A BROKER/AGENT
REPRESENTING A CLIENT

I AM A PRINCIPAL INVESTOR

PRINCIPAL:

ACCEPTED & AGREED TO:

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

EMAIL: _____

COMPANY: _____

ADDRESS: _____

PHONE

NUMBER: _____

BROKER:

ACCEPTED & AGREED TO:

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

EMAIL: _____

COMPANY: _____

ADDRESS: _____

PHONE

NUMBER: _____