

CONFIDENTIALITY AGREEMENT FOR SIGNATURE BY PROSPECTIVE PURCHASER

Cushman & Wakefield of U.S., Inc.
("Cushman & Wakefield")
1180 Peachtree Street NE, Suite 3100
Atlanta, GA 30309

June 2023

Attention: C&W Capital Markets Group – Atlanta / Memphis

RETURN REDLINES VIA:

E-mail: hannah.shumate@cushwake.com

RE: Southridge Crossing - 6401 East Shelby Drive, Memphis, TN (the "Property")

This will serve to confirm our understanding and agreement concerning certain material, data and information (herein "Evaluation Material") which you will make available to us in connection with a possible purchase by us of the Property. The term "Evaluation Material" does not include information that (a) is already in our possession (other than information previously furnished to us by you or your agents), provided that such information is not known by us to be subject to another agreement or obligation of confidentiality, (b) is or becomes generally available to the public other than as a result of a disclosure by us or our agents, representatives, consultants, members, partners, officers, advisors, legal counsel, potential lenders, affiliates, or employees (collectively "Representatives"), (c) becomes available to us on a non-confidential basis from a source other than you or your agents or advisors, provided that such source is not known by us to be bound by an agreement or other obligation of confidentiality, or (d) was or is hereafter developed by us or on our behalf without violating any of the confidentiality provisions hereunder. You are prepared to furnish us with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to you. Therefore, as a prerequisite to your furnishing to us the Evaluation Material, we hereby represent and agree as follows:

1. The Evaluation Material furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker or agent for any other person. Therefore, we agree to keep all Evaluation Material confidential; provided however, that any of such Evaluation Material may be disclosed to our Representatives who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such Representatives, by their receipt of the Evaluation Material, shall be deemed to understand the confidential nature of the Evaluation Material and the terms of this agreement.
2. Although you have endeavored to include in the Evaluation Material information which you believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither the owner ("Owner") of the Property nor Cushman & Wakefield make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material except as set forth in a definitive agreement. We agree that the Owner and Cushman & Wakefield shall not have any liability to us as a result of our use of the Evaluation Material except as set forth in a definitive agreement and it is understood that we are expected to perform such due diligence investigations and inspections of the Property as we deem necessary or desirable and as permitted by agreement with the Owner of the Property.
3. If we or any of our Representatives are required by applicable law, regulatory, legal or administrative process, or any other order or mandate of a court or other governmental authority, to disclose all or any portion of the Evaluation Material, the party being requested to make the disclosure will notify, to the extent possible and permitted, you of such process, order, or mandate. In the absence of a protective order, we and our Representatives will disclose only such Evaluation Material as is required by such process, order, or mandate.
4. We also represent that no broker or agent represents us or will represent us in any possible transactions involving the Property unless we disclose it in writing to Cushman & Wakefield prior to the receipt of the Evaluation Material and that we fully agree to compensate our broker or agent. Neither Cushman & Wakefield nor the Owner are responsible for any compensation to be paid to our broker or agent. Except as set forth in a separate written and signed agreement, if any, we will not 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 its execution of this agreement or otherwise based on any other relationship with or through you and/or the potential transaction contemplated by this agreement (and regardless of whether a broker has facilitated execution of this agreement). In no event will we be liable for payment of any special, indirect, consequential or punitive damages, including lost profits, resulting from or arising out of a breach of this agreement, provided that we are deemed the prevailing party, as determined by a final, non-appealable court of competent jurisdiction.

5. The execution of this agreement and the delivery and receipt of any Evaluation Material will not constitute an offer, implied or otherwise, to enter into or to negotiate a definitive agreement with respect to the Property, and until such an agreement is executed by the parties, no legally binding agreement related to the Property, other than this agreement, will exist between the parties.
6. Notwithstanding any other provision to the contrary, we and our Representatives are in the business of pursuing opportunities, evaluating, making and managing investments in businesses and/or assets, acquiring businesses and/or assets and engaging in other financial activities or services in the ordinary course of business that may be in competition with you or any of your affiliates, and nothing in this agreement will be construed in any way to limit, restrict or prevent our or our Representatives' right or ability, now or in the future, with respect to pursuing such opportunities, evaluating, making, or managing such investments, effecting such acquisitions or engaging in such activities or services; *provided*, that no Evaluation Material will be used in connection therewith.
7. We agree to not use the Evaluation Material to directly (i) circumvent or bypass Owner or its affiliated owner of the Project, or (ii) gain a competitive advantage over any tenant, occupant, business or vendor located within the Project or lender providing financing for the Project.
8. The terms of this agreement shall terminate as of the date that is the earlier of (a) one year from the date of this agreement or (b) the date of execution of a definitive agreement with respect to the purchase of the Property.

ACQUISITIONS OFFICER:

 Authorized Signature

Date: _____

Print Name: _____

Title: _____

E-mail address: _____

Company: _____

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

ANALYST OR OTHER REQUESTED RECIPIENT:

Print Name: _____

Title: _____

Phone: _____

Email: _____

ANALYST OR OTHER REQUESTED RECIPIENT:

Print Name: _____

Title: _____

Phone: _____

Email: _____

Please return redlines via email to hannah.shumate@cushwake.com