



**REGISTRATION AND CONFIDENTIALITY AGREEMENT**  
**For Buyer and/or Co-Broker**  
**PARRISH CORNER PROFESSIONAL BUILDING | 410 PARRISH PLACE | HENDERSONVILLE, TENNESSEE**

Transwestern Commercial Services, L.L.C. d/b/a Transwestern (“Transwestern”) has been engaged as the exclusive agent for the sale of Parrish Corner Professional Building located at 410 Parrish Place, Hendersonville, Tennessee 37075 (the “Property”) by Anderson Lane 2016 LLC, a Texas limited liability company (“Owner”). Transwestern understands that the undersigned buyer (the “Company”) desires to explore the possibility of acquiring the Property. The Company has enlisted the services of a Third-Party Broker (the “Co-Broker”) to assist it with its potential acquisition of the Property. To assist the Company and the Co-Broker in reaching a decision concerning such a possible acquisition, Transwestern, on behalf of Owner, has agreed to deliver to the Company via the Co-Broker, certain information that is either non-public, confidential, or proprietary in nature (the “Information”), including, but not limited to, information of a financial nature relating to the Property.

As used herein, the term “Information” shall be deemed to include, without limitation: (a) material provided by Transwestern or Owner or their respective agents, representatives (including attorneys, accountants, and financial advisors) or employees prior to, on or following the date hereof; and (b) all analyses, compilations, forecasts, studies, or other documents prepared by Transwestern or Owner, or their respective agents, representatives (including attorneys, accountants, and financial advisors) or employees which contain or otherwise reflect the Information.

Transwestern’s and Owner’s delivery and the Company’s and Co-Broker’s use of the Information are subject to the terms of this Agreement as follows:

1. The Information will be kept strictly confidential and, without Owner’s prior written consent, the Company and Co-Broker and collectively their directors, officers, employees, agents and representatives shall not: (a) copy, reproduce, distribute or disclose the Information to any third party; (b) use the Information for any purpose other than in connection with evaluating the possibility of acquiring the Property; or (c) use the Information in any manner detrimental to the Property, the Owner, or Transwestern. The Company and Co-Broker also agree to transmit the Information only to those individuals who are actively and directly participating in the acquisition evaluation of the Property by Company and Co-Broker and who are informed of and who have agreed to comply with the terms of this Agreement and who are instructed not to make use of the Information in a manner inconsistent here within. The Company and Co-Broker shall be responsible for any breach of terms of this Agreement by such individuals.
2. The Information shall not include information which the Company or Co-Broker can clearly demonstrate falls within any of the following categories: (a) information which has come within the public domain through no fault or action of the Company or Co-Broker or its representatives; (b) information which was known to the Company or Co-Broker on a non-confidential basis prior to its disclosure hereunder; or (c) information which becomes rightfully available to the Company or Co-Broker on a non-confidential basis from any third party, the disclosure of which to the Company or Co-Broker does not violate any contractual or legal obligation said third party has with respect to such Information.
3. The Company and Co-Broker, when requested by Transwestern or Owner, shall immediately return the Information, including all notes, copies, reproductions, summaries, analyses, or extracts thereof, then in the Company’s or its representative’s possession, either furnished by Transwestern or Owner hereunder or prepared by the Company or its representatives. Such return shall not abrogate the Company’s continuing obligations under this Agreement.

4. Except as may otherwise be expressly set forth in a separate definitive agreement(s) between the Owner and the Company, the Owner and its agents and representatives, including Transwestern, shall not be deemed to have made any representations or warranties as to the accuracy or completeness of the Information and shall not have any liability whatsoever to the Company (or its representatives) or Co-Broker relating to or arising in any manner from the Company's use of the Information.
5. It is understood that this Agreement does not constitute an agreement to sell the Property and does not obligate the Owner or Transwestern to enter into any further discussions or agreements. The offering may be withdrawn at any time at the Owner's sole discretion.
6. The terms of this Agreement shall inure to the benefit of Transwestern, the Owner and their respective successors and assigns. Without prejudice to the other rights and remedies otherwise available at law or in equity, the Owner and its agents and representatives, including Transwestern, shall be entitled to equitable relief by way of injunction if the Company or Co-Broker, or any of their agents or representatives breach or threaten to breach any of the provisions of this Agreement.
7. The Company and Co-Broker agree to indemnify, defend, and hold the Owner and Transwestern harmless against all claims, losses and/or damages resulting from the Company's or Co-Broker's breach of the provisions of this Agreement, as well as any breach hereof by the Company's or Co-Broker's employees, representatives, agents, or consultants.
8. The Owner will be responsible for any commission due to Transwestern in connection with a sale of the Property which commission, if any, shall be paid pursuant to and in accordance with the terms of the separate agreement between Owner and Transwestern for the payment of any such commission. The Company agrees to pay any third-party Co-Broker commissions, finder's fees, and other compensation to which any Co-Broker, finder or other person or entity, other than Transwestern, may be entitled to in connection with a possible, proposed, or actual transaction involving the Property and the Company, its affiliates, or their respective successors, assigns or nominees. The Company and Co-broker agree that this agreement, once executed, acknowledges Co-Broker's Authority to act on the Company's behalf.
9. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
10. Owner shall expressly be a third party beneficiary of the terms and provisions hereof.

Please indicate the Company's and Co-Broker's acceptance of, and agreement to comply with the terms of this Agreement by signing the enclosed copy of the same and returning it to the attention of Eric Johnson and Rachel Glass at Transwestern, 1900 W. Loop S., Suite 1300, Houston, Texas or email it to [eric.johnson@transwestern.com](mailto:eric.johnson@transwestern.com) and [rachel.glass@transwestern.com](mailto:rachel.glass@transwestern.com).

Acknowledged and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024

COMPANY:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

TRANSWESTERN signed on behalf of Owner

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

CO-BROKER:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_