**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is made as of the [DAY] day of [MONTH], [YEAR] (the “**Effective Date**”) between [PROSPECTIVE PURCHASER NAME], a [PROSPECTIVE PURCHASER JURISDICTION AND ENTITY TYPE] (the “**Reviewing Party**”), with an address at [PROSPECTIVE PURCHASER ADDRESS], and [SELLER NAME], a [SELLER JURISDICTION AND ENTITY TYPE] (the “**Disclosing Party**”), with an address at [SELLER ADDRESS]. Reviewing Party and Disclosing Party are hereinafter referred to sometimes as a “Party”, or collectively, the “Parties.”

Disclosing Party has agreed to permit Reviewing Party to review Confidential Information (defined below in Section 1) pertaining to the real property located at [PROPERTY ADDRESS] and commonly known as [BUILDING NAME] (the “**Property**”) for the sole purpose of allowing Reviewing Party to determine whether it wishes to make an offer to purchase the Property (the “**Transaction**”). In consideration of the opportunity to review and inspect Confidential Information, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Confidential Information. “**Confidential Information**” means any and all information, regardless of form (tangible or intangible), proprietary or maintained in confidence by Disclosing Party, including, without limitation, any information relating to Disclosing Party’s ideas, notes, concepts, procedures, contracts, documents, memorandum, materials, operations, vendor lists, customer information, financial information, or business plans that is disclosed by Disclosing Party, whether before, on or after the Effective Date, in writing, orally, or by drawings, or inspection of ideas, notes, concepts, procedures, contracts, documents, memorandum, materials, operations, vendor lists, customer lists, financial information, or business plans to Reviewing Party, or any of Reviewing Party’s employees, officers, directors, shareholders, or agents. Any document, information or other material provided by Disclosing Party to Reviewing Party that is labeled “Confidential” shall be presumed to be Confidential Information of Disclosing Party.

2. Exclusions. Confidential Information shall not include information that (a) is already in Reviewing Party’s possession at the time of its disclosure by Disclosing Party to Reviewing Party, as shown by Reviewing Party’s files and records as of the Effective Date or as of the date of the disclosure by Disclosing Party to Reviewing Party, whichever is sooner, (b) is now or becomes a part of the public domain other than by, or through, the fault of Reviewing Party, (c) is rightfully received by Reviewing Party from a third party who has a right to disclose such information, without restriction on disclosure and without breach of this or any other agreement, or (d) is independently developed by Reviewing Party without use of or reference to any Confidential Information.

3. Non-Disclosure of Confidential Information. Reviewing Party agrees and promises that neither it nor any of Reviewing Party’s Representatives (as defined in Section 5 below) will disclose, verbally or in writing, any Confidential Information to any other person, corporation or other entity. Notwithstanding the foregoing, Disclosing Party agrees that Reviewing Party may use such Confidential Information as may be, or has been, disclosed by Disclosing Party to Reviewing Party for the sole purpose set forth in this Agreement. Nothing in this Agreement shall be deemed or construed to grant to Reviewing Party a license to use, sell, exploit, copy or further develop any Confidential Information.

4. Protection of Confidential Information. Reviewing Party agrees to utilize its best efforts and take all such steps as may be reasonably necessary to prevent any Confidential Information that is disclosed to Reviewing Party or any of its employees, officers, directors, shareholders or agents by Disclosing Party or any agent thereof (whether or not authorized to disclose such Confidential Information), from being revealed to any person, corporation or other entity other than those to whom Disclosing Party has authorized pursuant to this Agreement. In the event Reviewing Party becomes aware of any misappropriation or misuse by any person or entity of any Confidential Information, Reviewing Party shall immediately advise Disclosing Party in writing and, in the event of any legal action brought by Disclosing Party in connection therewith, Reviewing Party agrees that it will cooperate and provide such assistance as may be reasonably necessary to enable Disclosing Party to successfully prosecute such legal action.

5. Persons to Whom Disclosure May Be Made. Reviewing Party may disclose or permit access to any Confidential Information only to employees, officers, directors, shareholders, counsel, accountants or agents of Reviewing Party (collectively, the “**Reviewer’s Representatives**”) on a “need to know” basis in order for Reviewing Party to evaluate the possible Transaction hereunder, so long as Reviewing Party advises each of the Reviewer’s Representatives of the confidentiality restrictions of this Agreement. Any Confidential Information that is required to be disclosed by law, regulation, or the rules of any national securities exchange, by order or other directive of any judicial, regulatory or other governmental authority, or is otherwise legally compelled to be disclosed (e.g., by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) may be disclosed without Reviewing Party being in breach of its obligations under this Agreement; provided, however, that Reviewing Party will, to the extent permitted by law, provide Disclosing Party written notice at the address provided herein so as to enable Disclosing Party to take action to seek a protective order or other appropriate remedy to protect such Confidential Information. Reviewing Party agrees to furnish only that portion of Confidential Information as is legally required and agrees to cooperate with Disclosing Party on a reasonable basis in Disclosing Party’s efforts to obtain a protective order.

6. No Reliance.

(a) Reviewing Party acknowledges and agrees that Disclosing Party makes no warranties or representations, whether express or implied, in fact or in law, with respect to the content, accuracy or completeness of any Confidential Information, unless expressly set forth in a separate, written agreement of purchase and sale executed between Disclosing Party and Reviewing Party in connection with the Transaction (herein called a “**Agreement of Purchase and Sale**”). Unless otherwise expressly provided in an Agreement of Purchase and Sale, all Confidential Information, including, without limitation, the engineering and environmental reports of third party engineering and environmental firms, has been prepared for use solely and exclusively by Disclosing Party or Disclosing Party’s predecessors-in-interest. Such reports and other Confidential Information are provided for informational purposes only, and Reviewing Party hereby agrees that such reports and other Confidential Information shall not be relied upon as indicators of the value of the Property. Disclosing Party has not directed the manner or method any such firm or other person utilized in performing its work or producing its report or other Confidential Information, and Reviewing Party shall make its own independent determination as to the adequacy or correctness thereof or the assumptions used and conclusions reached therein. Reviewing Party also acknowledges that conditions at any particular portion of the Property and the surrounding area may have changed since such reports were performed.

(b) Disclosing Party shall not have any obligation or responsibility whatsoever, or make any representation or warranty or assume any duty or obligation, for the adequacy, completeness, accuracy, form or content of the scope of any work or any such report or other Confidential Information, the existence or non-existence of any facts related thereto, the performance or quality of any work performed or the absence of defects therefrom, or the financial condition or professional qualifications of or the reporting thereof by any such firm or other person. Only those representations and warranties that may be made by Disclosing Party in an Agreement of Purchase and Sale shall have any legal effect.

7. Return or Destruction of Materials. Upon the termination of this Agreement or at the written request of Disclosing Party, Reviewing Party shall immediately return to Disclosing Party or destroy, at Disclosing Party’s election, any and all documents, information or other materials of any kind, containing or pertaining to any Confidential Information delivered to Reviewing Party, together with any and all copies of the foregoing; provided, however, that Reviewing Party may retain one (1) copy for the sole purpose of any conflict or litigation that may arise pursuant to this Agreement. All of Reviewing Party’s obligations hereunder and all of Disclosing Party’s rights and remedies hereunder with respect to any retained Confidential Information shall survive termination of this Agreement.

8. Irreparable Harm; Injunctive Relief. Reviewing Party acknowledges that any unauthorized disclosure or use by Reviewing Party (or any other person or entity) of any Confidential Information, or any other breach by Reviewing Party hereunder, will result in irreparable harm to Disclosing Party. Reviewing Party agrees that, in the event Disclosing Party institutes any legal action arising out of or in connection with this Agreement or the enforcement hereof or any breach or threatened breach hereof, Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies at law.

9. Term and Termination. Notwithstanding anything to the contrary set forth herein, this Agreement shall remain in full force and effect until the earlier of (a) twelve (12) months from the Effective Date, or (b) the sale, if any, of the Property to Reviewing Party or Reviewing Party’s permitted affiliate or subsidiary pursuant to an Agreement of Purchase and Sale.

10. Miscellaneous. This Agreement will inure to the benefit of each Party, its successors and assigns. Nothing in this Agreement shall be construed as creating an employer/employee relationship between the Parties, nor shall anything in this Agreement be deemed to create a joint business venture or guarantee of work between the parties. This Agreement shall be governed by the laws of the State of Alabama without giving effect to principles of conflict of laws. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations and understandings, whether oral or written. In the event that any provision hereof or any obligation hereunder is found invalid, or unenforceable, pursuant to judicial decree or decision, any such provision or obligation shall be deemed and construed to extend only to the maximum permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms. This Agreement may not be amended, waived or modified except by an instrument in writing executed by duly authorized representatives of the Parties hereto. To facilitate execution of this Agreement, each Party may provide its signature by electronic mail (e-mail), or portable document format (PDF) of the signature page to the other Party, which shall be effective as an original signature page for all purposes. Delivery of the execution original to the Agreement or any e-mail signature or PDF thereof may be given on behalf of a Party by the attorney of the other Party.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

**REVIEWING PARTY**:

[PROSPECTIVE PURCHASER NAME], a [PROSPECTIVE PURCHASER JURISDICTION AND ENTITY TYPE]

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

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

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

**DISCLOSING PARTY**:

[SELLER NAME], a [SELLER JURISDICTION AND ENTITY TYPE]

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

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

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