



## HORIZON PROPERTY CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 2008, by and between **EXECUTIVE REALTY GROUP, INC and PROPERTY OWNER, ("Company")** and \_\_\_\_\_, (hereinafter referred to as "Prospect/Buyer").

### WITNESSETH

**WHEREAS**, Prospect/Buyer has requested that Company furnish it with certain information to assist Prospect/Buyer in making an evaluation of a possible acquisition (the "Transaction") of Company's business in located at \_\_\_\_\_ (the "Business"); and

**WHEREAS**, in connection with Prospect/Buyer's evaluation of the Transaction, Company has agreed to provide certain information regarding the Business to Prospect/Buyer; and

**WHEREAS**, Company considers such information to be confidential ("Confidential Information").

**NOW, THEREFORE**, Company and Prospect/Buyer agree as follows:

1. As used in this Agreement, "Confidential Information" means all oral and written information concerning Company, the Business and/or the Transaction which is not available to the public and which Company furnishes to Prospect/Buyer. In consideration of Company's providing Prospect/Buyer with Confidential Information, Prospect/Buyer agrees that all Confidential Information will be held and treated by Prospect/Buyer, Prospect/Buyer's affiliates, agents and employees, in confidence and will not, except as hereafter provided, without the prior written consent of Company, be disclosed by Prospect/Buyer or Prospect/Buyer's affiliates, agents and employees, in any manner whatsoever, in whole or in part, and will not be used by Prospect/Buyer or Prospect/Buyer's affiliates, agents and employees other than in connection with Prospect/Buyer's evaluation of the Transaction and not in any way directly or indirectly detrimental to Company or the Business. Prospect/Buyer further agrees (i) to disclose Confidential Information only to Prospect/Buyer's affiliates, agents and employees who need to know the Confidential Information for purposes of evaluating the Transaction, (ii) that Prospect/Buyer will be satisfied that such affiliates, agents and employees will act in accordance herewith and be bound by this Agreement and (iii) that, in any event, Prospect/Buyer shall be responsible for any breach of this Agreement by any of Prospect/Buyer's affiliates, agents, employees and representatives.

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2. The following will not constitute "Confidential Information" for purposes of this Agreement:

a. Information which was already in Prospect/Buyer's possession prior to the date hereof and which was not acquired or obtained from Company;

b. Information which is obtained by Prospect/Buyer from a third party who, insofar as is known to Prospect/Buyer, is not prohibited from transmitting the information to Prospect/Buyer by a contractual, legal or fiduciary obligation to Company; and

c. Information which is or becomes generally available to the public other than as a result of a disclosure by Prospect/Buyer or Prospect/Buyer's agents, employees, affiliates or representatives.

3. The Confidential Information, except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by Prospect/Buyer, Prospect/Buyer's affiliates, agents and Prospect/Buyer's and their employees, will be returned to Company promptly upon its request. That portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by Prospect/Buyer, Prospect/Buyer's affiliates, agents or Prospect/Buyer's or their employees, oral Confidential Information and any written Confidential Information not so requested and returned will be held by Prospect/Buyer and kept subject to the terms of this Agreement or destroyed. Prospect/Buyer agrees to not discuss this property or any confidential information regarding the property with any current or former employees of the location.

4. If Prospect/Buyer is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, or other judicial, governmental or administrative process) to disclose (i) any Confidential Information or (ii) any information relating to Prospect/Buyer's opinion, judgment or recommendations concerning Company, the Business or the Transaction, as developed from Confidential Information, Prospect/Buyer will provide Company with prompt notice of any such request or requirement so that Company may seek an appropriate protective order or waive in such instance Prospect/Buyer's compliance with the applicable provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Prospect/Buyer is, in the opinion of Prospect/Buyer's counsel, compelled to disclose Confidential Information, Prospect/Buyer may disclose that portion of the Confidential Information which Prospect/Buyer's counsel advises Prospect/Buyer in writing that Prospect/Buyer is compelled to disclose. In any event, Prospect/Buyer will not oppose action by Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

5. Prospect/Buyer acknowledges that neither Company nor any of its employees, agents or representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and Company expressly disclaims any and all liability that may be based on the Confidential Information, errors therein or omissions therefrom. Prospect/Buyer agrees that Prospect/Buyer is not entitled to rely on the accuracy or completeness of the Confidential Information.

6. It is understood and agreed that money damages would not be sufficient remedy from any breach of this Agreement by Prospect/Buyer and Company shall be entitled to specific performance as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement by Prospect/Buyer but shall be in addition to all other

remedies at law or equity to Company.

7. Prospect/Buyer agrees that, for a period of one (1) year after the date of this letter, unless such action shall have been specifically invited in writing by Company, neither Prospect/Buyer nor any of Prospect/Buyer's affiliates or related parties (as such terms are defined under the Securities Exchange Act of 1934, as amended (the "1934 Act")) will in any manner, directly or indirectly, (a) effect or seek, offer, or propose (whether publicly or otherwise) to effect, or cause or participate in or in any way assist any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (i) any acquisition of any securities of Company or its affiliates; (ii) any tender or exchange offer, merger, or other business combination involving Company, any of its affiliates, or any of its properties; (iii) any recapitalization, restructuring, liquidation, dissolution, or other extraordinary transaction with respect to Company or any of its affiliates or properties; or (iv) any solicitation of proxies or consents to vote any voting securities of Company or its affiliates; (b) form, join or in any way participate in a "group" (as defined under the 1934 Act) with respect to any of the matters described in (a) above; (c) take any action which might force Company or any of its affiliates to make a public announcement regarding any of the types of matters set forth in (a) above; or (d) enter into any discussions or arrangements with any third party with respect to any of the foregoing.

8. This Agreement shall be governed by the laws of The State of Tennessee.

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 the same agreement.

IN WITNESS WHEREOF, Prospect/Buyer has executed this Agreement as of the date set forth above.

Prospect/Buyer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone