

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "**Agreement**") is made and entered into as of _____, 2018 (the "**Effective Date**"), by and between Medlock Shopping Center, LLC, a Georgia limited liability company ("**Medlock Shopping Center, LLC**"), "**Owner**," and _____, a _____ ("**Recipient**"), on behalf of itself and each Recipient Affiliate.

RECITALS:

A. Recipient has requested that Owner provide Recipient with certain information concerning (i) that project generally known as Medlock Bridge Shopping Center located at 6000 Medlock Bridge Road, Johns Creek, Georgia 30022 ("**Medlock Property**"), the "**Property**" in connection with the consideration by Recipient of a possible acquisition of the Property.

B. In connection with, and as a condition precedent to, the delivery to Recipient of such information, Owner requires the execution and delivery of this Agreement.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the delivery to Recipient of certain information regarding the Property and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Recipient, on behalf of itself and each Recipient Affiliate, agree as follows:

1 **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms will have the following meanings when used herein:

"**Confidential Information**" means any information concerning the Property that is furnished to any Recipient Affiliate or its Representatives by, or on behalf of, the Owner or any Representative of the Owner, whether before or after the Effective Date, and whether in written or electronic form (the "**Materials**"). The term "**Confidential Information**" does not include information that (1) is or becomes generally available to the public, (2) is or becomes available to Recipient on a non-confidential basis from a source other than the Owner or their Representatives (but only if such source is not, to the knowledge of Recipient, bound by a confidentiality agreement or otherwise prohibited from transmitting the information to them by a contractual, legal, or fiduciary obligation), or (3) was or is hereafter developed by Recipient or its Representatives without using or relying on any of the Materials.

"**Person**" means an individual, partnership, corporation, trust or other entity.

"**Recipient Affiliates**" means (a) Recipient, and (b) any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with Recipient.

"**Representatives**" means partners, officers, directors, employees, attorneys, accountants, consultants, financial advisors, and prospective capital sources.

"**Transaction**" means a possible acquisition of the Property by Recipient.

2 **Sole Use.** Confidential Information will be used by Recipient and its Representatives solely for the purpose of evaluating the Transaction.

3 **Confidentiality.** No Recipient Affiliate nor any of their respective Representatives will disclose any Confidential Information except as permitted in this Agreement or unless hereafter expressly approved in writing by the applicable Owner prior to the disclosure.

4 **Disclosure.** Recipient may disclose Confidential Information to Representatives of Recipient who in the reasonable business judgment of Recipient need to know the Confidential Information for the purpose of evaluating the Transaction. Recipient will inform its Representatives of its confidentiality obligations under this Agreement before disclosing any Confidential Information to its Representatives and those Representatives must agree to be bound hereunder to the same extent as Recipient. The disclosure of any Confidential Information by any Representative of Recipient in breach of this Agreement will constitute a breach of this Agreement by Recipient and each Recipient Affiliate, for which such Representative, Recipient and each Recipient Affiliate will be liable.

5 **Legally Required Disclosures.** If Recipient or any of its Representatives is required by any subpoena, interrogatories, request for production, or other legal process or by any applicable law or regulation to disclose any Confidential Information, Recipient will give the Owner prompt written notice of the requirement and will cooperate with the Owner so that the Owner, at their expense, may seek an appropriate protective order. In the absence of a protective order, Recipient and its Representatives may disclose only such Confidential Information as may be necessary to avoid any penalty, sanction, or other material adverse consequence, and Recipient will use reasonable efforts to secure confidential treatment of any Confidential Information so disclosed.

6 **No Representation by Owners.** The Owner makes no representations or warranties about the accuracy or completeness of any of the Materials. Neither the Owner nor any of their Representatives will have any liability to Recipient or any Recipient Affiliate or their Representatives resulting from the use of, or reliance on, any of the Materials or any past or future written or oral statement about the Property, or any proposed transaction, whether made by the Owners or any of their Representatives except as may be set forth in a future definitive agreement, if any, entered into to effectuate a transaction involving either or both the Properties.

7 **Irreparable Harm.** Recipient, on behalf of itself and each Recipient Affiliate, stipulates that the breach of this Agreement by Recipient or its Representatives will cause irreparable harm to the Owner for which damages may not constitute an adequate remedy. Accordingly, Recipient, on behalf of itself and each Recipient Affiliate, agrees that any attempted, threatened, or actual breach of this Agreement by any Recipient Affiliate or their respective Representatives may be enjoined by an appropriate court order or judgment. Injunctive relief will not be the sole remedy of the Owner for a breach of this Agreement, but all legal and equitable remedies will continue to be available to Owner. If the Owner is the prevailing party in any litigation relating to the breach of this Agreement by Recipient or its Representatives, Owner will be entitled to recover (in addition to any damages or other relief granted) its legal fees and other expenses in connection with such litigation.

8 **Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements or understandings between the parties concerning the subject matter hereof. This Agreement cannot be waived or modified except by a written agreement executed by Owner and Recipient.

9 **Governing Law.** This Agreement will be governed by and construed in accordance with the internal laws of the state of Georgia without giving effect to principles of conflicts of law.

Executed as of the date first written above.

RECIPIENT:

_____, a

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

OWNERS:

MEDLOCK SHOPPING CENTER, LLC, a
Georgia limited liability company

By: Brown Manager IV, LLC, a Delaware limited liability company, its co-manager

By: _____

Name: _____

Title: _____

Address: 300 East Lombard, Suite 1200
Baltimore, Maryland 21202

Telephone: 410-727-4083

Facsimile: 410-625-2694