CONFIDENTIALITY & NON-DISCLOSURE

AGREEMENT

PAPERMILL POINTE | KNOXVILLE, TENNESSEE

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of the last date signed below by the undersigned prospective purchaser ("Recipient") and the undersigned property owner ("Owner"). Furrow.Strickland Real Estate Services ("Broker") is Owner's authorized marketing intermediary for purposes of administering disclosures and consents under this Agreement, but is not a party unless separately signing below.

Property	**Papermill Pointe, Papermill Pointe Way, Knoxville, Tennessee (the "Property"); the specific parcels and improvements offered for sale to be confirmed by Owner.**
Owner legal name	D.F.S. Properties, L.P.
Recipient legal name	

1. Purpose

Recipient wishes to evaluate a possible acquisition of the Property (the "Permitted Purpose"). Owner and/or its authorized real estate broker may provide nonpublic information solely to facilitate that evaluation. No party is obligated to disclose information, negotiate, or enter into a transaction.

2. Confidential Information

"Confidential Information" includes all nonpublic information furnished by or for Owner or Broker, before or after the date of this Agreement, in any form, including rent rolls, tenant identities and contact details, leases and amendments, financial and operating statements, expense records, tax and insurance information, plans, inspections, reports, negotiations, and analyses derived from such information. The existence and substance of nonpublic discussions or offers are also confidential.

3. Permitted Use; Safeguards

Recipient shall use Confidential Information only for the Permitted Purpose; protect it with at least reasonable care; and not disclose it except to its employees, officers, financing sources, attorneys, accountants, consultants, and prospective equity partners who have a legitimate need to know (collectively, "Representatives"). Recipient shall inform Representatives of its confidential nature, ensure they are bound by confidentiality obligations no less protective than these terms or professional duties of confidentiality, and be responsible for their breaches.

4. Exclusions

Confidential Information excludes information Recipient can demonstrate (a) is or becomes public without breach of this Agreement; (b) was lawfully known to Recipient without confidentiality restrictions before disclosure; (c) is lawfully obtained from an independent source not known to owe a duty of confidentiality; or (d) is independently developed without use of Confidential Information.

5. Non-Contact with Tenants and Property Access

Recipient agrees that neither Recipient nor any of its brokers, agents, employees, representatives, consultants, contractors, lenders, or other parties acting on its behalf shall, directly or indirectly, contact, interview, question, solicit

information from, or otherwise communicate with any tenant, occupant, employee, or property management personnel concerning the Property, its ownership, operations, leases, or proposed sale without the prior written consent of the Listing Broker. Recipient further agrees that all property inspections, tours, and access to occupied premises shall be coordinated exclusively through the Listing Broker and conducted only upon prior authorization, subject to applicable lease provisions and tenant rights. Recipient shall be responsible for ensuring that all parties acting on its behalf comply with these restrictions. This restriction does not prohibit ordinary-course communications demonstrably unrelated to the contemplated transaction or communications protected by applicable law.

6. Required Disclosure

If disclosure is required by applicable law, subpoena, court order, or governmental process, Recipient may disclose only what is legally required and, to the extent legally permitted, shall promptly notify Broker or Owner so protective relief may be sought. Nothing prohibits communications with regulators or disclosures protected by law.

7. Return or Destruction

Upon written request or termination of discussions, Recipient shall promptly cease use and return or securely destroy Confidential Information, including copies and derivative analyses, except archival copies retained pursuant to law, bona fide compliance policies, or automatic backup systems; retained information remains subject to this Agreement. Upon request, Recipient shall confirm compliance in writing.

8. No Representations; Independent Review

Information is provided for evaluation only and may be incomplete or subject to change. Neither Owner nor Broker makes any representation or warranty as to accuracy or completeness except as expressly stated in a subsequently executed definitive purchase agreement. Recipient shall conduct its own investigation and rely on its own professional advisers.

9. No Agency, Exclusivity, or Transaction Obligation

This Agreement does not grant an option, exclusive right, right of first refusal, or interest in the Property. No purchase or sale obligation arises absent a mutually executed definitive agreement. Broker represents the seller unless otherwise separately agreed in writing; this Agreement does not establish buyer representation or a brokerage commission obligation.

10. Term and Survival

This Agreement becomes effective on the date of the last signature. Confidentiality and restricted-use obligations continue for two (2) years after that date; as to information qualifying as a trade secret under applicable law, obligations continue for so long as it remains a trade secret. The no-contact restriction applies during the evaluation and for twelve (12) months after the last disclosure of Confidential Information, except with prior written consent.

11. Remedies

Recipient acknowledges that unauthorized disclosure or use may cause harm not adequately remedied by money damages. Owner may seek temporary, preliminary, or permanent injunctive relief, subject to applicable law and judicial requirements, in addition to any other available remedies. No automatic entitlement to relief is created.

12. Governing Law; Venue

Tennessee law governs this Agreement, without regard to conflict-of-law rules. Any litigation arising from this Agreement shall be brought in a court of competent jurisdiction located in Knox County, Tennessee, to the extent permitted by law.

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13. Miscellaneous

This Agreement is the entire agreement concerning its subject matter and supersedes prior discussions on confidentiality for this Property. Amendments and waivers must be in writing signed by the parties. If a provision is unenforceable, the remaining provisions remain effective to the extent lawful. Electronic signatures and counterparts are permitted. Neither party may assign this Agreement without the other party's written consent, except Owner may assign it to a successor owner of the Property.

SIGNATURES

OWNER

Entity / individual: D.F.S. Properties, L.P. / Kim Walters

By (signature): _____ Date: _____

Printed name / Title: Kim Walters / Owner

Email / telephone: kim.dfsproperties@comcast.net / (865) 544-1717

RECIPIENT (PROSPECTIVE PURCHASER)

Entity / individual: _____

By (signature): _____ Date: _____

Printed name / Title: _____

Email / telephone: _____

Broker contact for delivery, access requests, and consents: Furrow.Strickland Real Estate Services

Contact: Rob Strickland | Email: rob@furrow.com

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