



TO: PROSPECTIVE BUYERS

email: will.smith2@colliers.com

Colliers International Principal Confidentiality Agreement

Colliers International | Nashville ("Sales Agent"), has available for study certain information ("Evaluation Materials") regarding the **1850 A&B Business Park Drive, Clarksville, TN 37040** ("Property"). We are prepared to furnish the Evaluation Materials to you in connection with discussions concerning your possible investment in the Property only on the condition that you agree to treat the Evaluation Materials confidentially and agree specifically as follows:

1. The Evaluation materials furnished to you will not be used for any purpose other than to evaluate a possible investment in the Property by you as a Principal exclusively for your own account;
2. You will not make any of the Evaluation Materials available, or disclose or distribute, either orally or in writing, any of the contents of the Evaluation Materials, to any person other than your counsel, analyst(s), equity partner(s), or potential lender(s) (hereinafter "Excluded Persons");
3. You will not disclose to any person, other than Excluded Persons, either the fact that discussions or negotiations are taking place concerning a possible investment in the Property by you or any of the terms, conditions or other facts with respect to any such possible investment, including the status thereof;
4. You agree that you will not contact the tenants or property management staff of the Property in connection with your review of the Evaluation Materials. Any and all questions related to the Evaluation Materials must be directed solely to Will Smith or Terry Smith at Colliers International
5. You acknowledge that neither the Seller, nor Colliers International, nor any affiliate of either of such persons, nor any partner, director, officer, employee, agent of or consultant to any such persons (collectively, "Seller Agent") has made any representation or warranty as to the completeness or accuracy of the Evaluation Materials, and any representation or warranty in connection therewith is hereby expressly excluded. The Evaluation Materials provided to you are subject to, change of price or terms, withdrawal from market without notice, and prior sale. You agree that the Seller/Agent shall have no liability to you resulting from the delivery to, or use by you of the Evaluation Materials or otherwise with respect thereto, and you agree to defend, indemnify and hold the Seller/Agent harmless from and against all loss, damage or expense sustained or incurred by Seller/Agent by reason of any unauthorized distribution or disclosure of the Evaluation Materials by you;
6. We may elect at any time to terminate access to the Evaluation materials, and you agree that you will, following any request by us or if you do not wish to invest in the Property, promptly redeliver to us all written Evaluation Materials and any other written material (and agree to delete any analyses contained in a database or spreadsheet type format) containing information in the Evaluation Materials and will not retain copies of such written material; and
7. You acknowledge that you have not dealt with any broker other than Colliers International concerning investment in the Property.

Please acknowledge your agreement to and acceptance of the foregoing by signing where indicated below and returning one (1) executed copy of the Agreement via facsimile (615-244-2957) to our attention.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2018

Company: _____

By: _____

Signature: _____

Its _____

PLEASE SEND OFFERING MEMORANDUM TO:

Name: _____

Title: _____

Company: _____

Address: _____

E-Mail Address: _____

Phone: _____

Fax: _____

Delivery Method

I prefer to receive the offering Memorandum via:
(Please choose one)

☐ **Website** - We will supply an electronic link for immediate access to the complete offering package.

Please indicate if you would also like a hard copy

☐ **Hard Copy.**

Please email to: will.smith2@colliers.com when completed.