

**NON-CIRCUMVENTION, NON-DISCLOSURE
AND CONFIDENTIALITY AGREEMENT**

This **NON-CIRCUMVENTION, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT** (the “Agreement”) is hereby made and entered into ON THIS DATE _____, by and between _____ its employees, legal or accounting firms (the “Receiving Party”) and GRISWOLD PROPERTIES (the “Disclosing party”) representing fifty percent ownership of the subject business properties and Leases known as Green Hills Circle and Drive Retail Partners including the real estate owned which are the subject of this agreement.

In consideration of the premises and the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Non-Disclosure. The party receiving Confidential Information (the “Receiving Party”) shall hold all Confidential Information (as defined in Section 2) in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information only to employees who need to know such information to evaluate the possible business transaction with the party disclosing such Confidential Information (the “Disclosing Party”), and who have signed agreements that obligate them to treat Confidential Information as required under this Agreement. The Receiving Party shall not use any Confidential Information for any purpose except to further the business purpose of the parties hereto. The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and proprietary information. Each party agrees that it will not interfere with any business of the other party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Receiving Party acknowledges that the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any Confidential Information disclosed pursuant hereto.

2. Confidential Information. “Confidential Information” in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Receiving Party, pertaining in any manner to the business of the Disclosing Party or to the Disclosing Party’s affiliates, subsidiaries, consultants or business associates, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labeled as confidential by the Disclosing Party or otherwise provided by the Disclosing Party. “Confidential Information” includes, without limitation, the following: (a) the names and telephone numbers of investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, buyers, sellers, (hereinafter, “Contacts”); (b) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (c) information about costs, profits, markets and sales relating to real estate, including but not limited to the subject Madison

project (d) plans for future development and new product concepts; and (e) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments.

3. Enforcement of Covenants. The parties acknowledge that a breach or attempted breach of any of the covenants in this Agreement will result in irreparable and continuing damage to the other party. Accordingly, the parties agree each will be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of such covenants by the other. The parties agree that no bond or other security will be required in connection with such injunction. Any exercise by a party of its respective rights pursuant to this Section 3 will be cumulative and in addition to any other remedies to which the party may be entitled.

4. Use of Information by Recipient. The Receiving Party agrees to restrict disclosure of the Confidential Information solely to its employees and agents who have a need to know such Confidential Information and to advise such persons of their obligations of confidentiality and non-disclosure hereunder. Further, the Receiving Party shall not disclose the Confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their obligations of confidentiality and non-disclosure hereunder. The Receiving Party agrees to use reasonable means, not less than those used to protect its own proprietary information, to safeguard the Confidential Information.

5. Confidentiality of Contacts. The parties agree to keep confidential the names of any Contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the Contacts. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either party.

6. Non-Circumvention. During the Term, the Receiving Party and its corresponding agents, affiliates, officers and directors, separately and individually, will not make any effort to directly or indirectly circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to directly or indirectly gain the benefits of the Confidential Information, including but not limited to contracting directly or indirectly with any Contact of the other party which the has access to the Confidential Information, or (b) hiring or contracting regarding matters contained within the Confidential Information or via a conduit of any present or future employee or independent contractor of Disclosing Party or Receiving Party. Direct contact with ownership, current or former employees, CPA or legal representatives of Zion, LLC is expressly prohibited unless granted in a separate document.

7. Remedies. The Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult

to ascertain. The Receiving Party recognizes that its violation of this Agreement could cause the Disclosing Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Disclosing Party deems appropriate. This right shall be in addition to any other remedy available to the Disclosing Party in law or equity.

8. Ownership of the Confidential Information. Each of the parties hereto retains title to its respective Confidential Information and all copies thereof. The Receiving Party hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party. Further, each party represents that it has no agreement with any other party that would preclude its compliance with this Agreement.

9. Miscellaneous.

9.1 Entire Agreement. This Agreement, any and all agreements, either oral or written, between the parties hereto with respect to its subject matter. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding.

9.2 Waiver, Modification. This Agreement may not be modified, revoked, rescinded, changed, amended or terminated except upon the mutual written consent of the parties hereto. No waivers will be binding unless in writing and signed by the party against whom such waiver is to be enforced. The waiver of any party to a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any other party nor will such waiver constitute a continuing waiver.

9.3 Successors and Assigns. The terms and condition of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The obligations of this Agreement may not be assigned by either party without the prior written consent of the other party.

9.4 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Tennessee.

9.5 Jurisdiction and Venue. The parties hereby consent to the exclusive jurisdiction of the state and federal courts sitting in Tennessee in the venue of Davidson County in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement, provided such claim is not required to be arbitrated pursuant to Section 4.7. The parties further agree that personal jurisdiction over them may be effected by notice as provided in Section 4.1, and that when so made will be as if served upon them personally within the State of Tennessee.

9.6 Arbitration of Disputes. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach or interpretation thereof, will be resolved by binding arbitration in Nashville, Tennessee, before a sole arbitrator, selected by the mutual agreement of the parties. The arbitration will be administered by Judicial Arbitration and Mediation Services, Inc. (“JAMS”) <https://www.jamsadr.com/>, pursuant to its Comprehensive Arbitration Rules and Procedures. In the event JAMS is unable or unwilling to conduct the arbitration provided for under the terms of this section, or has discontinued its business, the parties agree that the arbitration will be administered by American Arbitration Association (“AAA”) under its Commercial Arbitration Rules. Notice of the demand for arbitration will be filed in writing with the other party to this Agreement and with JAMS (or AAA, if necessary). In no event will the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Any award rendered by JAMS or AAA will be final and binding upon the parties, and as applicable, their respective heirs, beneficiaries, legal representatives, agents, successors and assigns, and may be entered in any court having jurisdiction thereof.

Nothing herein contained will bar the right of either party to seek to obtain judicial injunctive relief or other judicial provisional remedies against threatened or actual conduct that will cause loss or damages under the usual equity rules including the applicable rules for obtaining preliminary injunctions and other provisional remedies.

9.7 Attorneys’ Fees. In the event of any litigation, arbitration, or other proceeding arising out of this Agreement, or the parties’ performance as outlined herein, the prevailing party will be entitled to an award of costs, including an award of reasonable attorneys’ fees. Any judgment, order, or award entered in any such proceeding will designate a specific sum as such an award of attorneys’ fees and costs incurred. This attorneys’ fee provision is intended to be severable from the other provisions of this Agreement, will survive any judgment or order entered in any proceeding and will not be deemed merged into any such judgment or order, so that such further fees and costs as may be incurred in the enforcement of an award or judgment or in defending it on appeal will likewise be recoverable by further order of a court or panel or in a separate action as may be appropriate.

9.8 Notices. All notices and other communications which may or are required to be given pursuant to any provision of this Agreement will be in writing and will be deemed effectively given (a) upon personal delivery to the party to be notified, (b) upon confirmation of receipt by fax by the party to be notified, (c) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth in (d), or (d) three days after deposit with the U.S. Post Office, postage prepaid, registered or certified with return receipt requested and addressed to the party to be notified at the address indicated for such party below, or at such other address as such party may designate by 10 days’ advance written notice to the other parties given in the foregoing manner.

9.9 Severability. In the event that any term or condition contained in this Agreement will, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other term or

condition of this Agreement, but this Agreement will be construed as if such invalid or illegal or unenforceable term or condition had never been contained herein.

9.10 Survival. Each party's duty of non-circumvention, non-disclosure and confidentiality under this Agreement regarding the Confidential Information shall survive the termination of this Agreement.

9.10 Counterparts. This Agreement may be signed (by facsimile or otherwise), all of which will be treated as one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first hereinabove written.

By:

By: John Griswold, Partner

Title and Entity

Date:

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