

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is executed as this ____ day of _____ 202__, (the “Effective Date”) by _____ (“Company”) and **GHP Main LLC** and/or its affiliates (collectively, “GHP”) are engaging in negotiations concerning the potential sale (“Business Opportunity”) pertaining to **860 Main Road, Johns Island, SC 29455** (“Property”). In order to pursue The Business Opportunity, Company will be receiving certain confidential information from GHP.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, Company agrees as follows:

1. **Non-Disclosure:** Company agrees not to sue Confidential Information for its own use or for any purpose except to evaluate the Business Opportunity and further agrees not to disclose Confidential Information other than to persons within its organization or advisors who have a need to know of such Confidential Information in the course of the performance of their duties analyzing or evaluating the Business Opportunity and who are bound to protect the confidentiality of such Confidential Information. Company may NOT disclose the Confidential Information to any purchaser or prospective purchaser of the Property without requiring that such purchaser to sign an agreement binding them to protect the confidentiality of such Confidential Information.
2. **Definition of Confidential Information:** “Confidential Information” as used in this Agreement will mean any and all corporate structure information, entity information, management agreements and arrangements, financial information, forecasts, floorplans, site plans, budgets, vendors, and drawings relating to GHP or the Property delivered pursuant to this Agreement, whether delivered in written (or other tangible) form or verbally, and includes all analyses, compilations, or other documents prepared in connection with review/evaluation of the Confidential Information, provided same is identified as confidential at the time of disclosure. Company agrees that GHP is and will remain the exclusive owner of the Confidential Information.
3. **Exceptions:** Section 1 will not apply to Confidential Information to the extent that such Confidential Information: (i) was in the public domain at the time of the communication to Company; (ii) is in Company’s possession at the time of disclosure other than as a result of Company’s breach of legal obligation; (iii) becomes known to Company through disclosure by sources (other than GHP or its representatives) having the legal right to disclose such Confidential Information; (iv) is independently acquired by Company without violating this Agreement; (v) is required to be disclosed by Company to comply with applicable laws or regulations, provided that Company uses reasonable efforts to provide prior written notice to GHP so GHP has the opportunity to take action to minimize disclosure, and (vi) disclosed

to Company's attorneys and court officials in connection with litigation between Company and GHP.

4. **Term:** This Agreement applies to all Confidential Information disclosed to Company during the period that begins on the Effective Date and ends twelve (12 months) thereafter. This Agreement will remain in effect for two (2) years after the date of the last disclosure of Confidential Information, at which time this Agreement will terminate, subject to the following sentence: Upon termination of this Agreement, Company shall return or destroy all Confidential Information, except that Company may retain Confidential Information as required by law of Company's document retention policy, provided that retained Confidential Information continues to be held in accordance with this Agreement.

5. **Miscellaneous:** This Agreement will be binding upon Company, its successors and assigns. This Agreement contains the entire agreement with respect to the subject matter hereof, and may not be modified except by a written agreement signed by the Company and GHP. Nothing in this Agreement shall be construed to obligate Company or GHP to enter in to the Business Opportunity. If any portion of this Agreement is held invalid or unenforceable, said invalidity or unenforceability will not affect the other portions of this Agreement, and the remaining portions will remain in full force and effect. Any court of competent jurisdiction may modify an objectionable provision as to make it valid and enforceable. This Agreement will be interpreted in accordance with the laws of South Carolina. Company acknowledges that breach of this Agreement will result in irreparable harm to GHP, the extend of which will be difficult to ascertain, and money damages would be inadequate in the event of such breach; therefore, the Company agrees GHP will be entitled to injunctive, or other equitable relief, without the necessity of proving actual damages, in addition to other remedies available.

ENTITY NAME: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____