

MUTUAL NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "**Agreement**") is entered into by and between Columbia County, Georgia ("**CCGA**") and TC Atlanta Development, Inc. ("**TCC**"). CCGA and TCC (each a "**Party**" and collectively "**Parties**") may disclose or receive proprietary or confidential information in connection with the proposed acquisition and development of certain real property in Columbia County, Georgia. Each Party may have obligations as either the "**Recipient**" or the "**Discloser**" of the information. The Parties enter into this NDA to protect Discloser's information and to state Recipient's obligations regarding the information. In consideration of the receipt of such information, the Recipient agrees as follows:

1. Confidential Information. "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity, and "Confidential Information" means all nonpublic information relating to a Party or disclosed by a Party or their respective Affiliates to Recipient, its Affiliates or agents of any of the foregoing, including "trade secrets", as set forth in O.C.G.A. §10-1-761(4) (hereinafter "**Trade Secrets**"), all of which is related to TCC's intended use of the property it intends to acquire, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

2. Exclusions. Confidential Information excludes information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to Recipient at the time of its receipt from Discloser, (iii) is disclosed to Recipient from any third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Recipient without reference to any Confidential Information.

3. Use of Confidential Information. Recipient may use Confidential Information only in pursuance of its business relationship with Discloser. Except as provided in this Agreement, Recipient will not disclose Confidential Information to anyone without Discloser's prior written consent. Recipient will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

4. Recipient Personnel. Recipient will restrict the possession, knowledge and use of Confidential Information to each of its and its Affiliates' employees and subcontractors who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under this Agreement. Recipient will ensure that its employees, subcontractors and Affiliates who receive Confidential Information comply with this Agreement.

5. Disclosures to Governmental Entities. Recipient may disclose Confidential Information as required to comply with orders of governmental entities with jurisdiction over it (including, but, not limited to, Georgia Open Records Act, O.C.G.A. §§50-18-70 et seq., as may be amended from time to time (hereinafter the "Georgia Open Records Act")), if Recipient (i) gives Discloser prior written notice sufficient to allow Discloser to seek a protective order or other remedy (except to the extent that Recipient's compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

6. Open Records. TCC acknowledges that disclosure of some or

all of the Confidential Information may be requested pursuant to the Georgia Open Records Act (an "Open Records Request"), and that there may not be an exemption from disclosure under the Georgia Open Records Act merely because materials were submitted to the CCGA in connection with this Agreement. TCC acknowledges further that CCGA is required to respond to an Open Records Request no later than three (3) business days after the receipt of the request, and, if CCGA intends to withhold any of the requested records, must state the exemption which permits such records to be withheld.

As such, upon receipt of an Open Records Request or of legal compulsion by deposition, interrogatory, and request for documents, subpoena, civil investigative demand, or similar process (collectively, "**Legal Compulsion**") to disclose any of the Confidential Information, the CCGA shall use good faith efforts to immediately provide TCC with prompt written notice of the receipt of an Open Records Request or any Legal Compulsion. CCGA will also seek to independently assess any applicable exemptions, including whether all, or any portion of the Confidential Information would be deemed to constitute "[a]ny trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency," within the meaning of O.C.G.A. § 50-18-72(a)(34), thereby exempting it from the disclosure requirements of the Georgia Open Records Act.

To assist CCGA in this assessment, TCC, as part of its submittal of the Confidential Information, will mark any of the Confidential Information it contends is a trade secret as "trade secret," and provide an affidavit to CCGA affirmatively declaring that the marked Confidential Information, or any part thereof, constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated. TCC hereby acknowledges that CCGA cannot guarantee the non-disclosure of Confidential Information, even if it is designated as "trade secret" by TCC and/or by CCGA pursuant to this Agreement. However, a failure to have marked any of the Confidential Information shall not limit TCC from so designating unmarked Confidential Information as trade secret within the required response period provided by the Georgia Open Records Act or Legal Compulsion.

Further, TCC acknowledges that even if CCGA withholds the requested records as a trade secret, the requestor, pursuant to O.C.G.A. § 50-18-72(a)(34), may file a legal action to obtain an order that the Confidential Information or any part thereof is not a trade secret and is, therefore subject to disclosure. Likewise, pursuant to O.C.G.A. § 50-18-72(a)(34), if CCGA has received TCC's above mentioned trade secret affidavit, but determines that the specifically identified Confidential Information does not constitute a trade secret, CCGA will notify TCC of CCGA's determination and intent to disclose the Confidential Information within two (2) business days of such determination, and CCGA agrees that TCC may file a legal action to obtain an order protecting the requested Confidential Information as trade secret and therefore exempt from disclosure. TCC shall serve the requestor of the Confidential Information and CCGA with a copy of its court filing. In the event TCC does not obtain a protective order or other remedy, and TCC does not waive compliance with this Agreement, CCGA or the relevant representative will furnish only that portion of the Confidential Information which CCGA is legally required to disclose.

7. Ownership of Confidential Information. All Confidential Information will remain the exclusive property of Discloser. Discloser's disclosure of Confidential Information will not constitute an express or implied grant to Recipient of any rights to or under Discloser's patents, copyrights, trade secrets (as set forth in O.C.G.A. §10-1-761(4)), trademarks or other intellectual property rights. Recipient will not use any trade name, trademark, logo or any other proprietary rights of Discloser (or any of their respective Affiliates) in any manner without prior written authorization of such use by Discloser.

8. **Notice of Unauthorized Use.** Recipient will notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Recipient will cooperate with Discloser in every reasonable way to help Discloser regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

9. **Return of Confidential Information.** Recipient will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Discloser's written request.

10. **A) Injunctive Relief.** Recipient acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to Discloser as to which monetary damages may be difficult to ascertain or an inadequate remedy. Recipient agrees that Discloser will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

B) Disclaimer. Except as expressly stated in this Agreement, Discloser makes no representation or warranty, express or implied, regarding Confidential Information, including warranty of merchantability, fitness for a particular purpose, non-infringement, accuracy, or completeness. In no event will Discloser be liable to Recipient for any consequential, special, punitive, exemplary, direct, or indirect damages: (i) arising under or in connection with this Agreement; or (ii) arising out of or in connection with disclosure or use of Confidential Information.

11. **Scope; Termination.** This Agreement covers Confidential Information received by Recipient prior and subsequent to the date hereof. This Agreement is effective as of the date Confidential Information is first received and will continue for 3 years, provided, that Recipient's obligations with respect to Confidential Information will survive for 2 years following termination of this Agreement, and Sections 6, 7, 10, 11, and 12 will survive indefinitely and the confidentiality obligations of this Agreement will continue to apply to the Confidential Information for as long as the information continues to constitute a trade secret or does not otherwise fall within an exclusion described in Section 2.

12. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. Recipient may not assign this Agreement without Discloser's written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. This Agreement will be governed by internal laws of the State of Georgia, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state courts in Columbia County, Georgia or the federal courts in Richmond County, Georgia, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. All notices hereunder will be in writing and will be sent by overnight courier, confirmed facsimile transmission, or certified mail. Notices to Recipient will be delivered to Attn: _____, _____, GA _____, with copy to _____, _____, GA _____, Attn: _____. Notices to TCC will be delivered, Attn: Legal Department, Trammell Crow Company, LLC, 2100 McKinney Avenue, Suite 800, Dallas, TX 75201. The Parties acknowledge that CCGA's obligations under this Agreement are subject to its obligations under the Georgia Open Records Act.

TC ATLANTA DEVELOPMENT, INC.

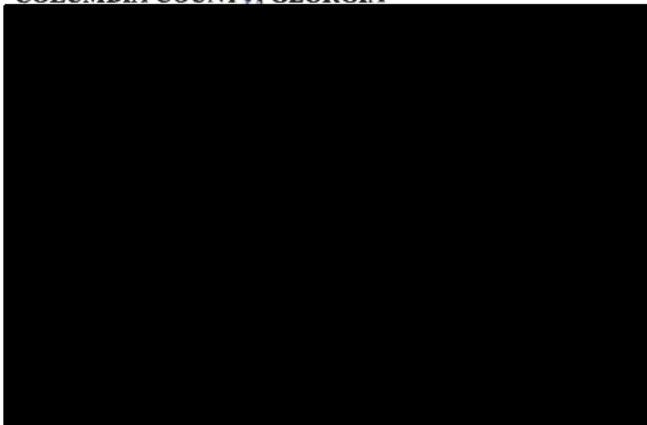
By: _____

Name: _____

Title: _____

Date: _____

COLUMBIA COUNTY, GEORGIA



IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the Effective Date.