

**CONFIDENTIALITY, NON-DISCLOSURE, NON-SOLICITATION &
NON-CIRCUMVENTION AGREEMENT**



This Agreement ("Agreement") is entered into by and between James C. Merrill, (Broker) doing business as QUANTUM Realty Group ("**QRG**") and _____ ("Buyer") (QRG and Buyer are sometimes individually referred to as a "Party" and collectively as the "Parties").

WHEREAS, QRG is a licensed real estate broker;

WHEREAS, Buyer desires to retain the services of QRG in connection with the potential purchase of one or more of the properties with a legal description of: **WILCOX, JACOB SURVEY #36A 1719 TR 1D (lot 1 & 2)** hereafter (the "Transaction"); and

WHEREAS, the Parties also desire to exchange certain confidential information in furtherance of the Transaction, including, without limitation, reports, financial statements, financial projections, business plans, property drawings, plats, appraisals, contracts, pricing information and other information regarding the Transaction (collectively, the "Confidential Information").

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and covenants recited hereunder, the Parties agree as follows:

1. This term of this Agreement is **for 12 month** beginning on the Effective Date (hereinafter defined).
2. Each Party agrees that, during the term of this Agreement and for a period of one (1) year thereafter, it shall not, directly or indirectly, disclose or transfer to any person or entity, or use in any manner that could be detrimental to the other Party, any Confidential Information received from the other Party without the prior written consent of such Party. In the event that a Party desires to employ accountants, investment bankers, lawyers or other professional personnel in connection with a review of the Confidential Information, such Party shall request the written permission of the other Party prior to disclosing or transferring the Confidential Information. All Confidential Information (including, without limitation, all notes, analyses, compilations or other documents prepared by or on behalf of a Party) shall be returned to the Party that provided the Confidential Information or destroyed, at its request, at the conclusion of the discussions. If no direction regarding disposition of Confidential Information is received within ten (10) days after notification by a Party that this Agreement has terminated, the other Party will destroy all of the notifying Party's Confidential Information within thirty (30) days of termination of this Agreement and, upon written request of the other Party, will provide certification of its destruction.
3. A Party's obligations regarding Confidential Information received under this Agreement shall not apply to any information that: (a) is or becomes part of the public domain or is or becomes publicly available without breach of this Agreement by the Party; (b) is lawfully acquired by the Party from a source not under any obligation regarding the disclosure of such information; (c) is disclosed to any third party by or with the permission of the other Party without confidentiality restrictions; or (d) is developed by or on behalf of the Party by individuals who have not received Confidential Information.
4. Each Party agrees that money damages would not be a sufficient remedy for any breach of the obligations of the Parties contained in Paragraph 2 above by the other Party, and that each Party shall be entitled to specific performance as a remedy for any breach hereof, in addition to all other remedies available at law or in equity to the other Party.
5. The Confidential Information does not purport to be all-inclusive or to contain all the information that a prospective developer/investor may desire. QRG makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto.
6. If Buyer does not acquire a property pursuant to this Agreement, but a related party of Buyer acquires one of the properties listed in Exhibit "A", QRG will be entitled to the Commission as if Buyer had acquired the property. "Related Party" means any assignee of Buyer, any family member or relation of Buyer, any officer, director, shareholder, member or partner of Buyer, any entity owned or controlled, in whole or in part, by Buyer or any officer, director, shareholder, member or partner of Buyer.

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7. In connection with the purchase of any property, Buyer should have the abstract covering the property examined by an attorney chosen by Buyer, or Buyer should be provided with or obtain a policy of title insurance.

8. No obligation of any kind is assumed by or implied against any Party except as specifically stated. No failure or delay by any Party in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right under this Agreement. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas. Venue shall be in Dallas, Texas, except as otherwise provided by applicable law. In the event of any litigation arising between the Parties related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and expenses from the other party.

9. Signatories to this Agreement hereby acknowledge that they have read and understand the terms of this Agreement, and acknowledge having full legal authority to execute the Agreement in the name of the party for which they have given their signature. It is further agreed that this Agreement may be executed in counterparts and faxed copies of this Agreement are deemed as legally binding as the original.

10. If any part of this Agreement for any reason is declared invalid by law, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement has been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this ____ day of _____, 2012 (the "Effective Date").

QUANTUM Realty Group

James Curtis Merrill

James C. Merrill

COMPANY/Buyer

By: _____

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

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Exhibited "A"

The following are the properties