

Mutual Non-Disclosure, Confidentiality, and Non-Circumvent Agreement

This is an agreement ("Agreement") made this ____ day of _____ ("effective date") between AltaTerra Realty, LLC, a Texas limited liability company and _____.

The parties wish to explore a business and/or real estate opportunity of mutual interest (the "**Opportunity**"), and in connection with the Opportunity, the parties have disclosed, and may further disclose to each other certain confidential technical and business information that the party receiving such information must treat as confidential.

"Disclosing Party" and "Receiving Party" as defined below shall include each party's affiliates, subsidiaries, and parents and their respective directors, officers, employees, agents, and advisors ("representatives").

As an express condition to each party disclosing Confidential Information to the other party and in consideration of the mutual promises and covenants herein, the parties 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 except as otherwise provided in this Agreement, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information only to representatives who need to know such information to evaluate the Opportunity with the party disclosing such Confidential Information (the "Disclosing Party"), and who are subject to confidentiality obligations that obligate them to protect Confidential Information in a manner no less stringent than as required under this Agreement. The Receiving Party shall not use any Confidential Information for any purpose except to evaluate the Opportunity between the parties. 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 similar 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 or to the detriment of the Disclosing Party. The Receiving Party shall be responsible for any breach of this Agreement by any of its representatives; provided, however, that this shall not apply to any representatives that are subject to a separate confidentiality agreement with the Disclosing Party. Receiving Party shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody the Confidential Information.
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 as of the effective date of this Agreement, pertaining in any manner to the business of the Disclosing Party or to the Disclosing Party's representatives, 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) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (b) information about costs, profits, markets and sales; (c)

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plans for future development and new product concepts; and (d) 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 will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments.

3. Exceptions to Confidentiality. The obligation of confidentiality shall not apply with respect to any particular portion of information if:
- a. it is in the public domain at the time of the Disclosing Party's communication thereof to the Receiving Party; or
 - b. it entered the public domain through no breach of this Agreement by the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
 - c. it was in the Receiving Party's possession, free of any obligation of confidence, at the time of the Disclosing Party's communication thereof to the Receiving Party; or
 - d. it was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
 - e. such information was developed by representatives of the Receiving Party, independently of and without reference to the information and the Receiving Party has evidence of such independent development.

Within ten (10) days following either a request from the Disclosing Party or the completion of business dealings between the parties hereto, the Receiving Party will deliver to the Disclosing Party or destroy all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. If the Receiving Party destroys the Confidential Information, then upon request of the Disclosing Party, the Receiving Party will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed. Notwithstanding the foregoing, the Receiving Party shall be entitled to keep (i) one (1) copy of any investment committee memoranda, due diligence memoranda or other similar analyses, compilations, studies or other documents containing or referencing Confidential Information in its legal/compliance files as required to satisfy legal, regulatory or professional obligations and (ii) electronic files of Confidential Information automatically backed up or stored pursuant to the Receiving Party's customary information technology management procedures until such electronic files are deleted in the ordinary course; provided, however, that any such retained Confidential Information shall remain subject to the terms and obligations set forth in this Agreement.

In the event that the Receiving Party is requested or required by applicable law, rule, regulation or other legal process to disclose any Confidential Information, it is agreed that the Receiving Party will, to the extent legally permissible, provide the Disclosing Party with reasonable written notice of any such request or requirement so that the Disclosing Party may seek (with the Receiving Party's reasonable cooperation, if requested by the Disclosing Party at its expense) an appropriate protective order or other such remedy. If, failing the entry of a protective order, the Receiving Party is nonetheless, based on the

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advice of its legal counsel, required by law, regulation or judicial process to disclose Confidential Information, the Receiving Party may disclose only that portion of the Confidential Information that such legal counsel advises that the Receiving Party is compelled to disclose; provided, however, that the Receiving Party requests assurance that confidential treatment will be accorded to such disclosed Confidential Information.

Notwithstanding the foregoing, the Receiving Party shall not be in violation of this Agreement if it discloses Confidential Information to any regulatory or administrative agency having jurisdiction over the Receiving Party or its operations, regardless of whether the Confidential Information is formally requested and without notice to the Disclosing Party, provided, however, that such disclosure is not in response to any inquiry specific to the Disclosing Party.

4. No Warranty. The Receiving Party understands and acknowledges that ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." WITH NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT. It is understood that the scope of any representations and warranties to be given by the Disclosing Party will be negotiated along with other terms and conditions in arriving at a mutually acceptable form of definitive agreement should discussions between the parties progress to such a point and that no representations and warranties shall be legally binding on either party or any other person until such definitive agreement has been executed by the parties and each other party thereto. For purposes of this Agreement, the term "definitive agreement" does not include an executed letter of intent, memorandum, or any other preliminary written agreement, nor does it include any written or oral acceptance of any offer or bid. The parties agree that, unless and until a definitive agreement regarding the Opportunity has been executed, neither party will be under any legal obligation of any kind whatsoever with respect to the Opportunity (including negotiation of the Opportunity) by virtue of this Agreement except for the matters specifically agreed to herein.
5. No obligation. Nothing herein shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity. Nothing herein shall be construed to restrict Company's use or disclosure of its own Confidential Information
6. Non-Circumvention. For twenty-four (24) months after the effective date of this Agreement, the Receiving Party will not make any effort to solicit or accept any business concerning the Opportunity contemplated herein from sources not its representatives, which sources were made available by the Disclosing Party through this Agreement, without the prior written approval of the Disclosing Party.
7. Remedies. 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.

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This right shall be in addition to any other remedy available to the Disclosing Party in law or equity.

8. Ownership of the 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. Nothing in this Agreement is intended to grant any rights to the Receiving Party under any intellectual property right of the Disclosing Party, nor shall this Agreement grant Receiving Party any rights in or to the Confidential Information except as expressly set forth in this Agreement
9. Return of Information. All documents and other tangible objects containing or representing Confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of the Receiving Party shall be promptly returned to the Disclosing Party or destroyed (with proof of such destruction), each upon the Disclosing Party's request.
10. Survival. This Agreement, and each party's duty of confidentiality under this Agreement regarding the Confidential Information, shall remain in effect for a period of three (3) years from the effective date of this Agreement; provided, however, that each party may terminate this Agreement upon written notice to the other party. In the event of early termination by either party, each party's duty of confidentiality under this Agreement regarding the Confidential Information shall survive for the remainder of the foregoing three-year term.
11. General. This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement supersedes and replaces any existing agreement entered by the parties relating generally to the same subject matter and may be modified only in writing signed by the parties. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and shall be governed by the laws of the State of Texas without giving effects to the conflicts of law principles hereof.
12. The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by an offering or information memorandum, web-based database or similar repository of Confidential Information to which the Receiving Party is granted access in connection with this Agreement or the Opportunity, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such additional confidentiality conditions, it being understood and agreed that the Receiving Party's confidentiality obligations with respect to the Confidential Information are exclusively governed by this Agreement and may not be altered or modified except by an Agreement executed by the parties hereto in traditional written format.

Nothing in this Agreement is intended to waive any attorney-client, work-product, or other privilege applicable to any statement, document, communication or other material of a party or the parties.

This Agreement may be executed in separate counterparts, each of which shall be an

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original, but all of which taken together shall constitute one and the same instrument.

ACCEPTED AND AGREED:

ALTATERRA REALTY, LLC

J.W. Ross - Pres
By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____