

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, is entered into by and between **TURNER PLAZA DRIVE, LTD.** (“Owner”) and \_\_\_\_\_ (“Recipient”).

Owner possesses valuable information of a confidential nature (hereinafter “Confidential Information”), including all written and oral information or material, whether disclosed or provided before or after the date of this Agreement, that is not generally known to the public and that, if misused or publicly disclosed, could reasonably be expected to adversely affect the Owner’s business. More specifically, such Confidential Information shall include but not be limited to valuation data, trade secrets, documents and other data, and any combination thereof, relating to the Shopping Center and operated by Owner under the name TURNER PLAZA DRIVE SHOPPING CENTER, which Recipient is considering purchasing from Owner, and all other information or material that has or could have commercial value or other utility in the business in which the Owner is engaged.

Recipient is desirous of acquiring access to the Confidential Information and Owner is willing to disclose the Confidential Information to Recipient for the purpose of evaluating same for the purpose of attempting to negotiate a mutually satisfactory arrangement between the parties. All of the Confidential Information is deemed to be a commercial asset of considerable value to Owner, and Owner only agrees to disclose this Confidential Information for the above purpose and under the terms and conditions set forth below:

1. Recipient will not use or copy all or any portion of the Confidential Information it receives other than for the purpose set forth above or in accordance with a subsequent written agreement which may be entered into between the parties.

2. Recipient will use reasonable efforts to maintain the secret and confidential nature of the Confidential Information it receives and to prevent access to and discovery of such Confidential Information by third parties and shall, at a minimum, use the same degree of care that it uses with respect to its own confidential information to prevent the disclosure of such Confidential Information to third parties, except for the following limited categories of information:

- (a) information which, at the time of disclosure to Recipient, is in the public domain as evidenced by printed publications;
- (b) information which Recipient can show by written records was in Recipient's possession at the time of disclosure and can demonstrate was not acquired, directly or indirectly, from Owner;
- (c) information which, after disclosure to Recipient, becomes known to the general public through publication or otherwise through no act or omission of Recipient; and
- (d) information which, after disclosure to Recipient, is obtained in good faith by Recipient from a third party having a bona fide right to furnish such information.

3. Recipient will not disclose or make available, directly or indirectly, all or any portion of the Confidential Information it receives to any party except in confidence to those of its partners, agents, or associates who have a definite need to know, provided such partners, agents, or associates execute a nondisclosure agreement with respect to such Confidential Information, which obligates them to the same extent as provided herein.

4. Upon the request of Owner, Recipient will immediately cease to evaluate the Confidential Information and immediately return to Owner all documents and other materials disclosing Confidential Information, regardless of whether such documents and other materials were furnished to Recipient by Owner, were made by Recipient, or otherwise.

5. Recipient acknowledges that the disclosure or use of the Confidential Information in a manner inconsistent with this Agreement will constitute irreparable and irreversible harm to Owner, and any disregard or violation of the confidential relationship created by this Agreement shall entitle Owner to enjoin, restrain, and otherwise prevent such disclosure or wrongful use. Nothing herein shall be construed to prohibit Owner from pursuing other remedies for any disregard or violation of the confidential relationship created hereunder.

6. This Agreement shall not and does not serve to grant or convey to Recipient any right to use or license of the Confidential Information.

7. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Recipient's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Owner sends Recipient written notice releasing Recipient from this Agreement, whichever occurs first.

8. This Agreement contains the entire understanding between the parties with respect to the subject matter herein, and supersedes all prior proposals, understandings, representations, and/or agreements regarding the same subject matter, and may be modified only by written agreement signed by both parties.

9. This Agreement shall be interpreted according to the laws of the State of Texas. Recipient submits to the personal jurisdiction of the state and federal courts of Texas for any action involving this Agreement. Executed copies transmitted by facsimile shall be effective and binding.

10. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

11. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

12. The foregoing obligations under this Agreement shall be binding on Recipient and all successors and assigns of Recipient.

**AGREED TO AND ACCEPTED:**

**RECIPIENT:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OWNER:**

**TURNER PLAZA DRIVE, LTD.,**  
a Texas limited partnership

By: 3400 McFarlin Investments, Inc.  
a Texas corporation,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_