

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In connection with a proposed Commercial Contract – Improved Property (the “Contract”), the Ownership ("KC120, LLC") and/or its Representative ("KELLER CAPITAL, LLC") has disclosed or may disclose to you “Proprietary Information” including business information, technical information, and/or information related to the property located at 120 PRECISION DRIVE, BUDA, TX, 78610 (the “Property”).

In consideration of any disclosure and any negotiations concerning the proposed Contract (“Business Possibility”), you agree as follows:

1. **Confidence:** You will hold in confidence and not possess or use any Proprietary Information (except to evaluate within the U.S. the proposed Contract), or disclose any Proprietary Information to any Affiliate or third party, except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by KC120, LLC and/or KELLER CAPITAL, LLC or (c) was properly disclosed to you by another person without restriction; provided however that notwithstanding the preceding provisions of this Paragraph 1, Prospective Buyer may disclose Proprietary Information to Prospective Buyer’s existing or potential lenders, investors, and attorneys, and to its and their respective directors, officers, employees and attorneys (collectively “Representatives”) who have a need to know such information, it being understood and agreed that prior to disclosing any Proprietary Information to its Representatives, Prospective Buyer shall inform its Representatives of Prospective Buyer’s obligations under this agreement and instruct its Representatives to maintain the confidentiality thereof according to the terms hereof. The foregoing does not grant you a license in or to any of the Proprietary Information.
2. **Proprietary Information:** If either party to the proposed Contract decides not to proceed with the proposed Contract or if asked by KC120, LLC and/or KELLER CAPITAL, LLC, you will promptly return all Proprietary Information and all copies, extracts and other objects or items in which it may be contained or embodied.
3. **Unauthorized Release:** You will promptly notify KC120, LLC and/or KELLER CAPITAL, LLC of any unauthorized release of Proprietary Information.
4. **Obligation:** You understand that this statement does not obligate KC120, LLC and/or KELLER CAPITAL, LLC to disclose any information or negotiate or enter into any agreement or relationship.
5. **Harm:** You acknowledge and agree that due to the unique nature of the Proprietary Information, any breach of this agreement would cause irreparable harm to KC120, LLC and/or KELLER CAPITAL, LLC for which damages are not an adequate remedy, and that KC120, LLC and/or KELLER CAPITAL, LLC shall therefore be entitled to equitable relief for such breach in addition to all remedies available at law for such breach. Prospective Buyer agrees to be responsible for any breach of this agreement by any of its Representatives.
6. **Affiliate:** Means with respect to any person, any other person controlling, controlled by or under common control with such person, with "control" for such person meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities or voting interests, by contract or otherwise.
7. **Terms:** The terms of this Agreement will remain in effect with respect to any particular Proprietary Information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.
8. **Governance:** This Agreement is governed by the internal laws of the State of Texas and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.
9. **Duration:** This Agreement remains in effect until the earlier of: 1) Sale or Transfer of the Improved Property or 2) two (2) calendar years after the Acknowledgement Date.
10. **Acknowledgement Date:** Acknowledged and agreed on the _____ day of _____, 2020.

Prospective Buyer Name: _____

Broker Name: _____

By: _____

By: _____

Print name: _____

Print name: _____

Its: _____

Its: _____