

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (“Agreement”) is between Briscoe Manor, LLC, Foster Services, LLC and B. Mahler Interests, LP Representative and Potential Buyer(s) (“Parties”).

1. Purpose. Selling of: Briscoe Manor, LLC, Foster Services, LLC and certain property of B. Mahler Interests, LP (“Purpose”). In connection with these activities, each party may disclose or have already disclosed to the other, certain confidential information which the disclosing party desires the receiving party to treat as confidential. As each party may be both disclosing and receiving such information pursuant to this Agreement, the party disclosing the Confidential Information shall be deemed the “disclosing party” for purposes hereof, and the party receiving such Confidential Information shall be deemed the “receiving party” for purposes hereof.
2. Definition. “Confidential Information” of the disclosing party means any and all information disclosed by or on behalf of the disclosing party to the receiving party in connection with or in relation to the Purpose, including, without limitation, any information of a third party that is in the possession of a disclosing party or that is disclosed by such third party at the request of the disclosing party and which is disclosed to the receiving party in confidence hereunder, whether or not marked as confidential; provided that Confidential Information of the disclosing party does not include information which (i) is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like through no wrongful act, fault or negligence on the part of the receiving party; (ii) was already in possession of the receiving party, as evidenced by the receiving party’s written records, prior to the time of disclosure hereunder; (iii) is received

from a third party without restriction and without breach of such third party's obligations of confidentiality; or (iv) is independently developed by the receiving party as evidenced by its written records.

3. Use and Disclosure of Confidential Information. The receiving party agrees not to use Confidential Information of the disclosing party for any purpose except assessing and/or carrying out the Purpose. The receiving party further agrees not to disclose the Confidential Information of the disclosing party to any third party, including any employee or contractor of the receiving party, except to those employees or contractors of the receiving party who (i) are required to have the information in order to assess and/or carry out the Purpose and (ii) are bound by confidentiality obligations no less stringent than those set forth in this Agreement. The receiving party agrees to take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the disclosing party, in order to prevent it from falling into the public domain or the possession of unauthorized persons. The receiving party agrees to notify the disclosing party in writing of any misuse or misappropriation of such Confidential Information of the disclosing party which may come to its attention. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent required by law, provided that the receiving party gives the disclosing party reasonable notice prior to such disclosure, including providing the disclosing party with a copy of any written request or order regarding such disclosure and cooperates with the disclosing party's reasonable efforts to limit or restrict such disclosure, or (b) with the disclosing party's prior written consent.

4. Liquidated Damages. The parties understand and agree that violation of this Agreement will unconditionally harm the other party, that the harm is incapable or difficult of estimation, and the amount of liquidated damages set forth below is a reasonable forecast of just compensation. The parties agree to liquidated damages of \$5,000.00 for violation of this Agreement.
5. No Other Rights. Nothing in this Agreement shall be construed to grant the receiving party any rights in or to any Confidential Information or other intellectual property of the disclosing party, except as expressly set forth herein. Nothing in the Agreement shall be construed to obligate either party to enter into any discussions, negotiations or definitive agreements. Nothing in this Agreement shall be construed to restrict in any manner the disclosing party's use of its own Confidential Information.
6. No Warranty. ALL CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. Return of Information. Upon request of the disclosing party, the receiving party shall promptly return or destroy all tangible embodiments of the Confidential Information of the disclosing party in the receiving party's possession, except that the receiving party may retain (1) copy of each such embodiment for its legal files.
8. Term. The obligations of the receiving party hereunder shall continue until such time as all Confidential Information of the disclosing party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party. The foregoing provisions of this Agreement shall continue in effect for the full term of this

Agreement and shall be binding on the parties notwithstanding any termination of this Agreement prior to the expiration of its full term.

9. Entire Agreement, Amendments. This Agreement contains the entire and complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral and/or written agreements with respect to the subject matter hereof. Any amendments to this Agreement must be set forth in a writing signed by both parties.
10. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed modified to the extent necessary to allow enforcement, and all other portions of this Agreement shall remain in full force and effect.
11. General Provisions. This Agreement will be governed by the laws of the State of Texas. The sole venue for resolution of a dispute arising out of this Agreement shall be Fort Bend County, Texas.
12. Signature, Counterparts. This Agreement may be signed in counterparts and exchanged via facsimile or other electronic means. Upon receipt by each party of a manually or electronically signed counterpart from the other, such counterparts shall form a single binding agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written above.

Representative for Briscoe Manor, LLC, Foster Services, LLC and B Mahler Interests, LP
“Disclosing Party” Representative:

“Receiving Part” Representative:

Printed Name

Printed Name

Signature/Date

Signature/Date