

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of this _____ (“Effective Date”), between

_____,
(hereinafter referred to individually as “Buyers” having a place of business at 3047 Hwy 1, Grand Isle, LA 70358, and Broom Capital, LLC, d/b/a as Landry’s Quick Stop having an address at 3047 Hwy 1, Grand Isle, LA 70358 (referred to individually as Broom Capital, LLC), both parties being hereinafter referred to collectively as “Interested Parties.”

WITNESSETH:

WHEREAS, Interested Parties are exploring the possibility of a sale of immovable property and ongoing business entity, including equipment, good will, etc.: and

WHEREAS, in the course of evaluating the Potential Transaction, and, if the Potential Transaction is entered into, during the course of the business relationship between the Parties, each Party may disclose to the other certain confidential, proprietary and trade secret information; and

WHEREAS, Interested Parties seek to safeguard and protect their respective confidential, proprietary and trade secret information.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions.

1.1 As used herein, the term “Disclosing Party” shall mean: (a) Broom Capital, LLC, with respect to all Confidential Information disclosed by Broom Capital to buyers hereunder.

1.2 As used herein, the term “Receiving Party” shall mean: (a) buyers with respect to all Confidential Information disclosed by Broom Capital LLC, hereunder.

- 1.3 As used herein, the term “Party” shall mean Interested Party as the case may be. The term “Parties” shall mean Interested Party and such of their respective Affiliates having access to Confidential Information and/or participating in discussions hereunder.
- 1.4 As used herein, the term “Affiliate” of a Party shall mean any corporation, partnership, limited liability company or other entity or natural person, which, directly or indirectly, controls, is controlled by, or is under common control with that Party as of the date of this Agreement.
- 1.5 As used herein, the term “Representatives” means and includes such Party’s officers, directors, members, managers, employees, agents, and representatives (including, without limitation, financial advisors, legal counsel, consultants and accountants).
- 1.6 As used herein, the term “Confidential Information” shall mean all confidential or proprietary information including, without limitation. Project information, forecasts, trade secrets, names and expertise of employees and consultants, customer identifications and information, know-how, formulae, processes, ideas, inventions (whether or not patentable), schematics, contracts and other technical, business financial, company and product development information and data (whether or not reduced to writing), which is disclosed or made available by the Disclosing Party to the Receiving Party. Confidential Information shall also include notes, summaries, analyses or other material created by the Receiving Party or its Representatives (as defined below) and incorporating in any way Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that:
- (i) Is in the public domain on the date hereof or comes into the public domain other than through the fault or negligence of the Receiving Party;
 - (ii) Is already in the possession of the Receiving Party, provided that such information is not known by the Receiving Party, after reasonable inquiry, to be subject to another confidentiality agreement with or other obligation of secrecy to the Disclosing Party,
 - (iii) Becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not known by the Receiving Party, after reasonable inquiry, to be bound by a confidentiality agreement with or other obligation of secrecy to the Disclosing Party, or
 - (iv) Is independently developed by the Receiving Party, provided the Receiving Party can demonstrate that it did so without relying on or making any use of any Confidential Information of the Disclosing Party

- (v) Becomes approved for release in writing by the Disclosing Party.
- 2. Nondisclosure. In consideration of the Disclosing Party's disclosure of Confidential Information to the Receiving Party, the Receiving Party agrees that it:
 - (i) Shall treat all Confidential Information as confidential and shall protect all Confidential Information, whether in storage or in use, with the same degree of care as the Receiving Party uses to protect its own Confidential Information against public disclosure, but in no case with less than reasonable care;
 - (ii) Shall not disclose or use any Confidential Information except for the purpose of evaluating the Potential Transaction ("Purpose");
 - (iii) Shall disclose Confidential Information only to such Representatives of the Receiving Party who need to know such Confidential Information for the Purpose, provided that (a) such Representatives are informed of the confidential nature of such Confidential Information and the terms of the Agreement prior to disclosure and agree to be bound by its terms, and (b) the Receiving Party shall be responsible in the event of a breach of this Agreement as a result of any action by its Representatives.

2.1 If the Receiving Party believes that it is required to disclose Confidential Information pursuant to law or the legal process of any court, governmental agency or stock exchange, the Receiving Party shall (to the extent permitted) first notify the Disclosing Party of any such order and, if practicable, afford such Party (at its own expense) the opportunity to seek a protective order relating to any such disclosure and, provided further, that the Receiving Party will furnish only that portion of the Confidential Information that it is legally required to disclose and will exercise all commercially reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the remaining Confidential Information.

2.2 In addition to the foregoing disclosure and use restrictions regarding Confidential Information, each Party agrees that, except to the extent as required by applicable law, regulation or stock exchange rule, it will keep strictly confidential and will not, without the prior written consent of the other Party, disclose or confirm to any third party the contents, substance, status or existence of any discussions, negotiations or evaluations that are taking or have taken place related to the Purpose (including the existence and contents of this Agreement and the fact that Confidential Information has been made available to or exchanged between the Parties).

3. Return. Upon the termination of the discussions regarding the Potential Transaction, or if the Potential Transaction is entered into, at the termination thereof, upon the Disclosing Party's request, the Receiving Party shall immediately return to the Disclosing Party or certify the destruction of all items of Confidential Information (including all copies thereof) and all notes, analyses, compilations, studies or other documents prepared by, for or on behalf of Receiving Party or its Representatives that contain, reflect or are developed from such information, except for any such Confidential Information that exists only as part of regularly generated electronic backup data, the destruction of which is not reasonably practicable; *provided, however,* that Receiving Party and its Representatives may retain one copy of such material to the extent necessary to comply with applicable law, regulation or bona fide document retention policies. Any electronic backup data and other copy of Confidential Information retained by Receiving Party pursuant to the preceding sentence shall remain subject to all restrictions and obligations contained in this Agreement. Upon written request by Disclosing Party, the fact of any such destruction shall be certified in writing by Receiving Party to Disclosing Party. Notwithstanding the return or destruction of Confidential Information, the receiving Party will continue to be bound by the term and obligations of this Agreement.
4. Ownership. All right, title and interest in and to the Confidential Information disclosed by the Disclosing Party shall remain the exclusive property of the Disclosing Party. The Parties acknowledge and agree that this Agreement shall not be construed as a transfer or sale by the Disclosing Party of any right whatsoever, by license or otherwise, in or to any of its Confidential Information, and no licenses or rights under any patent, copyright, trademark, or trade secret are granted or implied by this Agreement.
5. No Obligation to Negotiate a Definitive Agreement. The Parties acknowledge and agree that this Agreement is not intended by either Party to be, nor will it be construed or considered to be, a binding agreement to enter into, pursue, consummate or negotiate any business transaction. Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party with regard to any business transaction and to terminate discussions and negotiations with the other Party at any time. Without limiting the preceding sentence, nothing in this Agreement requires either Party to enter into any business transaction with the

other Party or to negotiate such transaction for any specified period of time. Neither this Agreement nor any disclosure of Confidential Information hereunder creates any agency, joint venture or partnership relation between the Parties.

6. Injunctive Relief. Interested Parties acknowledge that the extent of damages in the event of the breach of any provision of this Agreement would be difficult or impossible to ascertain and that there may be available no adequate remedy at law in the event of any such breach. Each Party therefore agrees that in the event it breaches any provision of this Agreement, the other Party will be entitled to specific performance and injunctive or other equitable relief, in addition to any other relief to which it may be entitled at law or in equity. The Party requesting relief shall not be required to show proof of actual damages or post any bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
7. Limitation of Liability. The Disclosing Party shall not provide the Receiving Party with its only copy of the Confidential Information. In the event Confidential Information is lost, damaged, stolen or destroyed while in the Receiving Party's possession or control, the Receiving Party shall not be responsible for the costs of re-creating such Confidential Information. Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any indirect, incidental, special or consequential damages.
8. Term. This Agreement and the obligations hereunder shall be effective from the Effective Date and continue to remain in effect for a period of three (3) years following the termination of discussions concerning the Potential Transaction or, if the Potential Transaction is entered into the termination thereof.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflicts of laws principles or rules.
10. Severability. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof and may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties. All prior or contemporaneous agreements or understandings between Interested Parties relating to the subject matter hereof, whether oral or written are superseded by and merged into this Agreement.
12. Waiver. The waiver, express or implied, by any Party of any of its rights arising under this Agreement shall not constitute or be deemed a waiver of any other right hereunder, whether of a similar or dissimilar nature. No failure of delay by any Party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof.
13. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall not be assigned, nor shall any Confidential Information be transferred to any successor or assignee, without the prior written consent of the Disclosing Party, which consent shall not be unreasonably delayed or withheld.
14. Warranties. The Receiving Party acknowledges that the Disclosing Party has neither made any representations nor given any warranties as to the accuracy or completeness of the Confidential Information for the Receiving Party's purposes. The Receiving Party agrees that the Disclosing Party shall not by virtue of this Agreement have any liability or responsibility for errors or omissions in , or any decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement. Nothing in this Agreement obligates the Disclosing Party to disclose any information to the Receiving Party.
15. Notice. All notices, requests, demands, and other communications required hereunder or given pursuant hereto shall be in writing and shall be delivered personally, by overnight delivery or courier, or by certified mail with return receipt requested, to the Parties at the addresses specified in this Agreement, or at such other address as either Party may from time to time designate for itself by written notice to the other Party. All notices, request, demands, declarations and other written communications will be deemed delivered when actually received or refuse. The Receiving Party will notify the Disclosing Party in writing promptly upon the occurrence of any unauthorized release of Confidential Information or breach of this Agreement of which it becomes aware.

16. Costs and Expenses. Each Party agrees that it shall be solely responsible for all costs and expenses incurred by such Party or its Representatives in connection with this Agreement and its review of the Confidential Information and evaluation of the Potential Transaction.
17. Ambiguities. The terms of this Agreement were reviewed by and negotiated between legal counsel for each Party such that any ambiguity in this Agreement shall not be construed against either Party as the drafting party.
18. Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
19. Counterparts; Signatures. This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each Party agrees that it will be bound by its own facsimile or scanned signature and that it accepts the facsimile or scanned signature of the other Party to this Agreement.

IN WITNESS THEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

Broom Capital, LLC

By: _____

By: _____

Name: Richard Broom, Jr & Heather D Broom

Title: Owners

By: _____

Name: _____

Title: Buyers