

NONDISCLOSURE AGREEMENT

Lost Canyons, LLC and its affiliates (collectively, "Owner") and _____ ("Recipient") wish to explore the possibility of a business transaction ("Transaction") of mutual interest. In connection with this possibility, Recipient recognizes that there is a need for Owner to disclose confidential and proprietary information to Recipient. As an express condition of such disclosure, both parties have made and entered into this Nondisclosure Agreement (the "Agreement"), effective as of this ____ day of _____, 2014 ("Effective Date"), and agree as follows:

1. **Confidential Information:** As used herein, "Confidential Information" means any and all proprietary or confidential information furnished orally, in writing or in any tangible or intangible form or medium, disclosed by Owner to Recipient including, but not limited to, customer or vendor lists, pricing or cost information, product/service specifications, models, photographs, drawings, marketing plans, business plans, financial data, profit figures, building plans and specifications, lease information, tenant information, vendor information and product information. The term Confidential Information also includes (a) all reports, analyses, notes or other documents prepared by Owner and/or its affiliates and their respective directors, officers, employees, consultants, and advisors (collectively, "Representatives"), whether prepared jointly with the other party or independently, to the extent such documents contain any Confidential Information, (b) the existence, purpose or terms and conditions of this Agreement, (c) the terms, conditions or other facts with respect to the Transaction, and (d) the facts that discussions are taking place and information is being shared. Failure to mark or designate any information as confidential or proprietary will not affect its status as Confidential Information under this Agreement.

2. **Obligation of Confidentiality.** The Recipient agrees: (i) to hold the Confidential Information in confidence and to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own extremely confidential materials), (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Confidential Information except to evaluate internally its relationship with the Owner, (iv) not to copy or reverse engineer any such Confidential Information, and (v) not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Confidential Information or product thereof. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Notwithstanding the foregoing, the Recipient may disclose the Confidential Information to such of the Recipient's Representatives that the Recipient reasonably and in good faith believes should be involved in the evaluation or performance of the proposed Transaction, provided such Representatives are informed of this Agreement and agree in writing to be bound by the terms hereof, and the Recipient causes the Representatives to observe the terms of this Agreement. Recipient shall be responsible for any breach of this Agreement by its Representatives. Neither this Agreement nor any disclosure of Confidential Information grants the Recipient any license under any patents, copyrights or other intellectual property rights.

3. **Exceptions.** The term "Confidential Information" shall not be deemed to include information which: (a) is now, or hereafter becomes publicly known or available through lawful means; (b) is rightfully in Recipient's or its Representatives' possession or is part of Recipient's general knowledge prior to exploring the possibility of a business transaction of mutual interest; (c) is disclosed to Recipient without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction); (d) is independently developed by Recipient or its Representatives without any breach of this Agreement; or (e) is the subject of written permission to disclose by Owner. If Confidential Information is required pursuant to applicable law or regulation (including stock exchange and self-regulatory organization), the Recipient shall (other than where prohibited by applicable law or where such disclosure is required as a result of a regulatory or governmental agency) notify the Owner of that obligation. The Owner may then move the ordering court or authority for a protective order or other appropriate relief.

4. **Disclaimers.** The Owner will not be liable for any damages arising out of use of the Confidential Information. Disclosure of Confidential Information containing business plans is for planning purposes only. The Owner may change or cancel its plans at any time. Therefore, use of such Confidential Information is at the Recipient's own risk.

5. **Injunctive Relief/ Damages.** Both parties acknowledge and agree that the Owner and/or its third party vendors own all rights, title and interest in the Confidential Information. Both parties further acknowledge and agree that the unauthorized disclosure of the Confidential Information will cause irreparable harm to the Owner. As a result of the unique nature of the Confidential Information, in addition to all other remedies available, the disclosing party shall be entitled to seek injunctive and other extraordinary relief in a court of competent jurisdiction in order to enforce

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the Recipient's obligations hereunder. In the event of litigation arising from or relating to this Agreement, the non-prevailing party as determined by a court of competent jurisdiction in a final non-appealable order shall be liable and pay to the prevailing party the reasonable attorney's fees incurred in connection with such litigation. Recipient and Owner agree that based upon the circumstances now existing, known and unknown, it would be impractical and extremely difficult to establish Owner's damage as a result of Recipient's failure to comply with Paragraph 2 hereof. Accordingly, Recipient and Owner agree that in the event Recipient fails to comply with Recipient's obligations under Paragraph 2 hereof, it would be reasonable at such time to award Owner "liquidated damages" in the amount of \$5,000,000. Recipient and Owner acknowledge and agree that the liquidated damages amount shall not constitute a forfeiture or penalty. Owner and Recipient acknowledge and agree that the liquidated damages amount is reasonable in light of the facts that (a) Recipient and Owner are sophisticated investors; (b) Recipient and Owner have relative equal bargaining power in connection with this Agreement and have been represented by competent lawyers at all times; (c) Recipient and Owner anticipate that proof of actual damages would be costly and inconvenient to determine and that there would be difficulty in proving causation and foreseeability; and (d) Recipient and Owner have weighed the advantages and disadvantages of the liquidated damages and concluded that the liquidated damages amount is reasonable in light of all current circumstances known to them.

6. **Return or Destruction.** Upon the written request of the Owner, Recipient and its Representatives shall destroy or return the Confidential Information. Notwithstanding the foregoing, Recipient and its Representatives shall be entitled to retain the Confidential Information to the extent necessary to comply with applicable law, regulation or bona fide document retention policies.

7. **Not a Purchase Contract/Partnership/Joint Venture.** Nothing contained in this Agreement shall be construed to obligate in any way either party to purchase or sell any goods or services or enter into any transaction whatsoever. Nor shall anything in this Agreement be construed as creating any partnership or joint venture between the parties.

8. **Assignment.** Neither party may assign its rights or delegate its duties or obligations under this Agreement without the other party's prior written consent. Any attempt to do so is void.

9. **Term.** This Agreement and all obligations hereunder is effective as of the Effective Date and shall terminate on the fifth anniversary of the Effective Date.

10. **Modification.** Except as modified by a written agreement signed by Owner and Recipient, the terms and conditions of this Agreement remain in full force and effect.

11. **Choice of Law.** This Agreement will be governed by the laws of the State of Texas.

12. **Entire Agreement.** The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. Further they agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to this subject, superseding all proposals or other prior agreements, oral or written, and all prior communications between the parties relating to this subject.

13. **Confidentiality.** Each party agrees not to advertise, or otherwise make known to others, any information regarding this Agreement or the proposed relationship except as may be required by law or otherwise agreed in writing by the parties.

14. **Counterparts: Facsimile Signatures.** This Agreement may be executed in counterparts and delivered by facsimile, and such facsimile counterparts shall be valid and binding on the parties hereto with the same effect as if original signatures had been exchanged.

15. **Notice.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the Recipient as listed below.

16. **Acknowledgment.** Owner acknowledges that Recipient and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which Owner may have conflicting interests regarding the transactions described herein and otherwise. Owner also acknowledges

that Recipient has no obligation to use in connection with such transaction, or to furnish to Owner, confidential information obtained from other companies.

Lost Canyons, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Notice Address: 3090 Olive Street, #300, Dallas, Texas 75219
Attn: Michele Ringnald

RECIPIENT

By: _____
Print Name: _____
Title: _____

Notice Address: