

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “*Agreement*”) is entered into as of _____ (the “*Effective Date*”) between FULL CIRCLE REAL ESTATE a Texas limited partnership (the “*Company*”) and _____ (the “*Interested Party*”). The Company and Interested Party are referred to in this Agreement as the “*Parties*” and each as a “*Party*”.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. In connection with the Interested Party’s desire to explore the possibility of purchasing certain real property owned by the Company (the “*Transaction*”), the Interested Party has received or will receive certain Confidential Information (defined below). The Interested Party agrees that it will keep the Confidential Information confidential and that the Confidential Information will not, without the prior written consent of the Company, be disclosed by the Interested Party or by its officers, directors, shareholders, members, managers, partners, employees, contractors, licensees, affiliates, consultants, advisors, agents, attorneys, accountants, potential debt or equity sources, or other representatives (collectively, “*Representatives*”), in any manner whatsoever, in whole or in part, and will not be used by the Interested Party or by its Representatives other than in connection with a Transaction with the Company. Moreover, the Interested Party agrees to transmit the Confidential Information only to such of its Representatives who need to know the Confidential Information for the sole purpose of assisting the Interested Party in evaluating the Transaction, who are informed of this Agreement, and who in writing agree to be bound by the terms of this Agreement as if a party to this Agreement. In any event, the Interested Party will be fully liable for any breach of this Agreement by its Representatives and agrees, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

2. “*Confidential Information*” means confidential, non-public, or proprietary business, financial, or technical information that is disclosed on or after the Effective Date at any time, and from time to time, orally, electronically, or in writing, by or on behalf of any Party to another Party. Confidential Information includes, without limitation, any and all data, plans, proposals, appraisals, studies, specifications, materials, and information regarding the Company and its subsidiaries and affiliates, and their respective businesses or projects, including, without limitation, the respective strategies and plans of the Company and its subsidiaries or affiliates with respect to their businesses or projects, financial models, tax, accounting, and other financial information, tenant lists or other occupancy or rental information, plans or specifications, or analyses relating to any of the foregoing and the contractual relationships of the Company or its subsidiaries or affiliates with third parties relating to their respective businesses or projects. Confidential Information also includes, without limitation, information relating to released or unreleased software or hardware products, engineering and technical data, and information, knowhow, patentable and unpatentable inventions, copyrights, trade secrets and proprietary information, the marketing or promotion of any product, business policies and practices and information related to the financial status of the Company. All tangible materials containing Confidential Information, including without limitation written or printed documents and computer files, disks or tapes, whether machine or user readable, and are a part of the Confidential Information.

3. Confidential Information does not include information defined as Confidential Information above that: (a) is or subsequently becomes publicly available other than as a result of a breach of this Agreement or a breach of an obligation of confidentiality owed to the Company; (b) became known to the Interested Party or its Representatives prior to the Company’s disclosure of such information to the Interested Party as evidenced by records kept by the Interested Party in the ordinary course of business or other appropriate written documentation; (c) became known to the Interested Party or its Representatives from a source other than the Company and not (to the knowledge of the Interested Party) in breach of an obligation of confidentiality owed to the Company; and (d) is independently developed by the Interested Party or its Representatives without reference to the Company’s Confidential Information.

4. Confidential Information may be used, disclosed, reproduced, summarized, or distributed by the Interested Party or its Representatives only to explore the possibility of entering into the Transaction. The Interested Party will not use and will not allow its Representatives to use Confidential Information for any other purpose.

5. Neither Party is obliged to continue discussions with the other concerning the possibility of entering into the Transaction. The Parties may discontinue discussions at any time and for any reason without liability therefor. Unless and until a definitive agreement (the “*Transaction Agreement*”) between the Company and the Interested Party with respect to the Transaction is executed and delivered, neither the Company nor the Interested Party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this or any other written or oral expression by it or by any of its Representatives except, in the case of this Agreement, for the matters specifically agreed to in this Agreement.

6. Without the prior written consent of the Company, the Interested Party will not and will not allow its Representatives to disclose to any person that the Interested Party or any of its Representatives has received any of the Confidential Information or that discussions or negotiations are taking place concerning the Transaction, including the status of the Transaction. The Interested Party will be responsible for any breach of this Agreement by its Representatives, including without limitation, any improper use or disclosure of Confidential Information by its Representatives.

7. All Confidential Information is and will remain the property of the Company. By disclosing Confidential Information to the Interested Party, the Company does not grant any express or implied right to the Interested Party to or under the Company’s patents, copyrights, trademarks, or trade secret information.

8. Within three business days after the Company’s request, the Interested Party will cause all originals or copies of the Confidential Information in any form whatsoever (including, but not limited to, any reports, memoranda, or other materials prepared by the Interested Party or at its direction) in the possession or control of the Interested Party or any of its Representatives to be delivered to the Company.

9. The Interested Party indemnifies and agrees to defend and hold the Company harmless from and against any and all liabilities, claims, causes of action, liabilities, damages, losses, costs, and expenses arising out of any breach of this Agreement by the Interested Party or by any of its Representatives. The obligations under this paragraph will survive the termination of the Agreement.

10. If the Interested Party or anyone to whom it supplies the Confidential Information receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or by a governmental body, the Interested Party agrees (a) to notify the Company immediately of the existence, terms, and circumstances surrounding such request, (b) to consult with the Company on the advisability of taking legally-available steps to resist or narrow such request, and (c) if disclosure of such Information is required to prevent the Interested Party from being held in contempt or subject to other penalty, to furnish only such portion of the Confidential Information as, in the written opinion of counsel satisfactory to the Company, it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

11. THE INTERESTED PARTY, FOR ITSELF AND ITS REPRESENTATIVES, ACKNOWLEDGES AND AGREES THAT (A) NO REPRESENTATION OR WARRANTY HAS BEEN MADE BY OR ON BEHALF OF THE COMPANY WITH RESPECT TO THE CONFIDENTIAL INFORMATION, INCLUDING AS TO THE ACCURACY OR COMPLETENESS OF ANY CONFIDENTIAL INFORMATION, AND (B) THE COMPANY WILL NOT HAVE ANY LIABILITY, OBLIGATION, OR DUTY TO THE INTERESTED PARTY, ANY OF ITS REPRESENTATIVES, OR TO ANY OTHER PERSON WITH RESPECT TO THE CONFIDENTIAL INFORMATION. FURTHER, THE INTERESTED PARTY REPRESENTS AND WARRANTS THAT THE INTERESTED PARTY

The Walletwise Hospitality

AND ITS REPRESENTATIVES HAVE NOT AND WILL NOT RELY UPON THE CONFIDENTIAL INFORMATION FOR ANY PURPOSE.

12. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties and their successors and permitted assigns. Neither Party may assign this Agreement or any right title or interest in this Agreement without the other Party's prior written consent.

13. This Agreement will terminate on the fourth anniversary of the Effective Date; provided, however, such termination will not affect any liability under this Agreement existing as of the date of such termination or any liability under this Agreement for events occurring prior to such termination.

14. The Interested Party acknowledges and agrees that, in the event of any breach of this Agreement, the Company would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, the Company will be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement or to compel specific performance of this Agreement. Neither the Interested Party nor its Representatives will oppose the granting of such relief.

15. THE PARTIES AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT WILL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

16. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regards to conflicts of laws principles. Any action or proceeding arising out of or related in any way to this Agreement will be brought solely in a court of competent jurisdiction sitting in Dallas County, Texas. In the event of controversy, claim, or dispute between the Parties, the prevailing party will be entitled to recover from the non-prevailing party all of the prevailing party's reasonable expenses incurred in connection therewith, including, without limitation, legal fees and court costs. If one or more provisions of this Agreement is held unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality will not affect any other provision of this Agreement, which will be construed as if such unenforceable, invalid, or illegal provision had never been a part of this Agreement. No failure or delay by the Company in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise of such right, power, or privilege. In addition to the acts recited in this Agreement, the Parties will perform or cause to be performed any and all such further acts as may be reasonably necessary to protect the confidentiality of the Confidential Information and to enforce the rights and obligations of the Parties under this Agreement.

[Signatures are on the following page.]

The Walletwise Hospitality

Executed effective as the Effective Date.

Company:

A Texas limited Liability Company,
Its general partner



By: Pratik Patel / Dipika Patel

The Walletwise Hospitality Team

Interested Party:

Sign _____

Name: _____

Title: _____

Phone: _____

Email: _____

Company: _____