

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement"), dated as of the date the last Party signs the Agreement, is by and between **J. E. DUNN CONSTRUCTION COMPANY**, a Missouri corporation (the "Disclosing Party") and **WILLIAMSON COUTY** (the "Receiving Party"). Disclosing Party and Receiving Party may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Disclosing Party and Receiving Party are considering a possible business transaction or other business arrangement (the "Transaction"); and

WHEREAS, in connection with the Transaction and for the sole purpose of assisting the Receiving Party in evaluating the contemplated Transaction, the Disclosing Party has proposed to make available to the Receiving Party certain Confidential Information (as hereinafter defined).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each of Disclosing Party and Receiving Party agree as follows:

1. Confidential Information

Confidential information includes, but is not limited to, all tangible, intangible, visual, electronic, present, or future information, such as: trade secrets, financial information (including, without limitation, procurement strategies, negotiated pricing, inventory and supply chain management), technical information (including, without limitation, research, development, procedures, algorithms, data, designs, know-how, basis for design documentation and related bills of materials, commissioning and integrated testing), business information (including, but not limited to, operations, planning, products, marketing materials, standardized contracts, customers and potential customers) and other intellectual property, including but not limited to the Terms of Art (as hereinafter defined) that are of a vital and confidential nature (any and all of which information, together with any information derived therefrom or any analysis thereof, collectively "Confidential Information"). As a condition to the Confidential Information being furnished to the Receiving Party, the Receiving Party agrees to treat the Confidential Information as Confidential Information in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth.

2. Non-Disclosure of Confidential Information

The Receiving Party shall use the Confidential Information solely for the purpose of evaluating the desirability and feasibility of entering into the Transaction. The Receiving Party shall not use the Confidential Information for any other purpose and further agrees not to use the Confidential Information in any way directly or indirectly detrimental to the Disclosing Party. The Receiving Party shall keep the Confidential Information confidential and shall not, directly or indirectly, disclose, communicate, publish or make accessible any of

the Confidential Information as set forth herein; provided, however, that the Receiving Party may make any disclosure of the Confidential Information (a) to which the Disclosing Party gives it prior and specific written consent, which may be withheld in the Disclosing Party's sole and absolute discretion, and (b) on a need to know basis to Receiving Party's attorneys, consultants, financial advisors and others engaged to assist in connection with the analysis of the contemplated Transaction (collectively, "Representatives") provided such Representatives have first reviewed this Agreement and agreed in writing to be bound by its terms by signing the Ratification and Adoption of Confidentiality Agreement attached as Schedule A to this Agreement, and a copy of Schedule A signed by such Representative has first been presented to the Disclosing Party. Without the prior written consent of the Disclosing Party, or unless required by law but subject to the requirements of Section 5 below, the Receiving Party shall not disclose to any other person that it has received the Confidential Information.

3. Standard of Care

Receiving Party shall take all reasonable steps to prevent the unauthorized use or disclosure of any Confidential Information, including, without limitation, (a) taking all reasonable steps to prevent any tangible evidence of Confidential Information from leaving its facilities, (b) by taking all reasonable steps to limit disclosure of or access to Confidential Information to employees that require knowledge or possession of Confidential Information, and (c) informing each employee, accountant, lawyer, and consultant having knowledge of or access to Confidential Information of their obligations to keep the same confidential in accordance with the terms hereof; provided, however, in no event shall the employees, accountants, lawyers, or consultants of Receiving Party exercise less than the degree of care that it requires to protect its own confidential information.

4. Return of Confidential Information

All written Confidential Information delivered by or on behalf of Disclosing Party to Receiving Party or any Representative of Receiving Party pursuant to this Agreement shall remain the property of Disclosing Party. If either Receiving Party or Disclosing Party decides not to proceed with the Transaction, Receiving Party shall promptly return or, at Disclosing Party's option, destroy all copies (including electronic and digital copies) of any Confidential Information that is then in its possession or in the possession of any its Representatives, employees or agents. In the event Receiving Party and Disclosing Party proceed with the Transaction, all such written Confidential Information and all copies thereof shall be promptly returned to Disclosing Party upon written request, or promptly destroyed at Disclosing Party's sole option. Any notes, summaries, memoranda, abstracts or extracts of any Confidential Information, or other documents or materials generated therefrom and all analyses, compilations and studies reflecting Confidential Information prepared by Receiving Party or Receiving Party's Representatives for internal use shall also be promptly destroyed at Disclosing Party's written request. All verbal Confidential Information disclosed to the other party or its Representatives shall be kept confidential to the same extent as if it were written Confidential Information.

5. Subpoena or Court Order

If the Receiving Party or anyone to whom it discloses the Confidential Information receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or other order issued by a court of competent jurisdiction or request by a government agency, the Receiving Party shall: (a) promptly notify the Disclosing Party in writing of the existence, terms, and circumstances surrounding such a request or requirement; (b) consult with the Disclosing Party on the advisability of taking steps to resist or narrow that request; (c) if disclosure of that Confidential Information is required, furnish only such portion of the Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed; and (d) cooperate with the Disclosing Party, at the Disclosing Party's expense, in its efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed.

6. Period of Confidentiality

In consideration of the Disclosing Party's furnishing the Confidential Information to Receiving Party, Receiving Party agrees to treat such Confidential Information in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth for a period terminating on the earlier of (a) two (2) years from the date of this Agreement or (b) the date of the execution of any definitive agreement relating to the Transaction. For the purposes hereof, the term "definitive agreement" does not include a executed letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of an offer or bid by either Receiving Party or Disclosing Party.

7. Promotional Activities

Receiving Party shall not issue any press releases, advertisements and other promotional materials naming Disclosing Party or referencing the Transaction, without Disclosing Party's prior written approval, which approval may be granted or withheld in Disclosing Party's sole and absolute discretion.

8. Secondary Receiving Party

Receiving Party shall require all subcontractors, sub-subcontractors, suppliers, vendors, materials men, insurance agents or other individuals to which Receiving Party wishes to disclose Confidential Information (a "Secondary Receiving Party") to sign a copy of Schedule A and shall present such signed Schedule A to Disclosing Party prior to requesting Disclosing Party's consent to Receiving Party's disclosure of Confidential Information to such Secondary Receiving Party. Receiving Party shall promptly notify Disclosing Party in writing of the Secondary Receiving Parties to whom it proposes to release Confidential Information, and present Disclosing Party with a copy of Schedule A signed by each. Disclosing Party shall then determine in its sole discretion and advise Receiving Party whether Confidential Information may be disclosed to the proposed Secondary Receiving Party. Receiving Party shall not release any Confidential Information without Disclosing Party express written consent.

9. Indemnity

Receiving Party hereby agrees to indemnify, save, defend (at Receiving Party's sole cost and expense) and hold harmless Disclosing Party, from and against the full amount of any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including, but not limited to, all reasonable attorneys' and paralegals' fees and all other professional or consultants' expenses incurred in investigating, preparing for, serving as a witness in or defending against any action or proceeding, whether actually commenced or threatened, which may be asserted against any Indemnified Person and costs for any appeal), arising from, in respect of, as a consequence of, or in connection with, any unauthorized disclosure or use of any of the Confidential Information, including the Terms of Art, by Receiving Party or by any of Receiving Party's contractors, subcontractors, sub-subcontractors, agents, employees, officers directors, affiliates or Representatives. This provisions of this Section shall survive the expiration or termination of this Agreement.

10. Remedies

The Receiving Party acknowledges that if this Agreement is breached, it may not be possible for the Disclosing Party to be made whole by monetary damages. Disclosure of any Confidential Information could, among other things, cause competitive harm to the Disclosing Party and could have a chilling effect on attainment of the Disclosing Party's business objectives. Accordingly, the Disclosing Party, in addition to any other remedy to which it may be entitled by law or in equity, shall be entitled to an injunction to prevent breaches of this Agreement, and to an order compelling specific performance of this Agreement. The Receiving Party shall reimburse the Disclosing Party for all costs and expenses, including reasonable attorneys' fees, incurred by the Disclosing Party if it successfully enforces the obligations of the Receiving Party hereunder.

In addition, and not by way of limitation, Receiving Party hereby agrees to pay to Disclosing Party, as liquidated damages and not as a penalty, the sum of \$500,000.00 (the "Liquidated Amount") for each disclosure of Confidential Information in violation of the terms of this Agreement. The parties agree that the damages or expenses to be incurred by Disclosing Party in the event of a breach of this Agreement are and would be extremely difficult to calculate or estimate. The parties, agree, however, that the Liquidated Amount is a reasonable calculation of just compensation Disclosure Party for a violation of this Agreement.

11. Entire Agreement

This Agreement represents the entire understanding and agreement of the parties hereto and may be modified, altered or waived only by a separate writing expressly so modifying, altering or waiving this Agreement and signed by both Receiving Party and Disclosing Party.

12. No Waivers

No failure or delay by the Disclosing Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof

preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

13. Assignment

This Agreement is not assignable.

14. No Representation

Receiving Party acknowledges and agrees that the provision of any Confidential Information or other information by Disclosing Party hereunder in no way constitutes or gives rise to any representation or warranty by the Disclosing Party as to the accuracy or completeness thereof or as to the nonoccurrence of any changes in the affairs of the Disclosing Party since the date as of which such information is provided.

15. Governing Law

This Agreement shall be governed and construed in accordance with the internal laws of the State of Texas, without regard to the laws of conflict of laws.

It witness whereof, the Parties have caused this Agreement to be executed on this dates set forth below.

J. E. Dunn Construction Company,
a Missouri Corporation

By: 

Printed Name: SCOTT TRIVETT

Title: PROJECT MANAGER

Date: 11/19/2010

"Receiving Party"

WILLIAMSON COUNTY, TEXAS

By: Dan A. Gattis
County Judge

By: 

Printed Name: DAN A. GATTIS

Title: County Judge

Date: 12-1-10

SCHEDULE A
RATIFICATION AND ADOPTION OF CONFIDENTIALITY AGREEMENT

I, *(insert name of person signing)*, have read and acknowledge the terms and conditions of the Confidentiality Agreement between J. E. Dunn Construction Company and *(insert name)*, signed by J. E. Dunn Construction Company on *(insert date)* (the "Agreement"). As consideration for and prior to my receipt of any Confidential Information (as defined in the Agreement), I hereby adopt, ratify, and agree to, on my own behalf and on behalf of any other person or entity on whose behalf I am signing this Schedule A, the terms and conditions of the Agreement. I further agree, on my own behalf and on behalf of any other person or entity on whose behalf I am signing this Schedule A, to abide by all terms of the Agreement and to protect any and all Confidential Information that may be disclosed to me or my organization as required by said Agreement. I hereby certify that I am signing this Schedule A on my own behalf and on behalf of *(insert name)* and have the authority to do so.

(insert full name – Company Name or Individual)

(insert address)

(insert city, state, zip code)

By: _____

Name: _____

Title: _____

Date: _____