



STANDARD BUYER'S CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT

The undersigned (the "Buyer") understands and acknowledges that The Engenuity Group, LLC (the "Intermediary") has a valid agreement with the owner(s) (the "Seller") of the business and/or property described below (the "Business") whereby Intermediary has been retained, for an agreed upon commission, to serve as the Transaction Intermediary in the sale of the Business. Buyer understands and acknowledges the Intermediary is acting as the Transaction Intermediary. The Business that is the subject of this Standard Buyer's Confidentiality and Non-Circumvention Agreement (the "Agreement") *is* as follows:

Description of Business: **Civil Engineering #1055**

In order to induce Intermediary or Seller to furnish information regarding the Business (the "Information") to Buyer for Buyer's evaluation and possible purchase of said Business and in consideration for Intermediary's or Seller's furnishing such information, Buyer understands, agrees, represents and warrants to Intermediary and Seller as follows:

1. The word "Buyer," as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever.

2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business, and Buyer further represents and warrants as follows:

(A) The Information furnished by Intermediary or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Intermediary or Seller and is being furnished only upon the terms and conditions contained in this Agreement.

(B) Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers /consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.

(C) Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(B) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.

(D) Buyer will not utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct of Buyer's or any other party's present or future business(es).

(E) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing marketing area of the Business.

(F) If Buyer decides not to pursue the possible purchase of the Business, Buyer shall promptly return to Intermediary all Information previously furnished by Intermediary or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

3. Buyer will not contact the Seller or Seller's employees, customers, suppliers or agents other than Intermediary for any reason whatsoever without the prior consent of the Intermediary. All contacts with the Seller or such other parties will be made through or by Intermediary unless otherwise agreed to by Intermediary, in writing.

4. The Information furnished by Intermediary has been prepared by or is based upon representations of the Seller and Intermediary has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges Intermediary from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the information and accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.

5. The Information is subject to change or withdrawal without notice. Further, the solicitation of offers for the purchase of the Business is subject to withdrawal of such solicitation without notice.

6. Buyer will indemnify and hold harmless the Intermediary and Seller from any and all claims or actions arising from Buyer's acts or failures to act either of which constitute negligence, gross negligence or intentional misconduct in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses incurred by Intermediary and Seller.

Buyer will not, for a period of three (3) years from the date hereof; enter into any agreement for the purchase of the Business, in whole or in part, or assist or promote any other party in so doing, unless such agreement to purchase provides for commission to be paid Intermediary, with the commission being defined as the amount agreed upon by Intermediary and Seller in the "Standard Listing Agreement" or similar agreement between those parties. The phrase "agreement (for the purchase of the Business)" as used herein, shall mean and include any agreement, specifically including, but not limited to, offers to purchase, letters of intent and similar agreements, that provides for the transfer, conveyance, possession of, or disposition of the Business, its capital stock, assets, or any portion thereof; and the commission amount to be paid Intermediary shall be the greater or either the minimum commission or the commission based upon sale price (purchase price), as these amounts are defined in the aforesaid agreement between Intermediary and Seller. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Seller or for Seller's benefit, including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and/or other consideration. The commission amount agreed upon by Intermediary and Seller in the aforesaid agreement between those parties will be made known to Buyer by Intermediary, upon Buyer's request when and if an agreement for the purchase of the Business is made by Buyer. If Buyer violates the foregoing provision, Buyer will be liable for and pay said commission to Intermediary upon demand without any obligation on Intermediary's part to first exhaust any legal remedies against Seller.

7. Buyer represents that Buyer has sufficient financial resources to complete the transaction at a reasonable market value and terms set forth herein. Buyer agrees to provide, upon request by Intermediary or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.

8. The performance and construction of this Agreement shall be governed by the laws of the State of Delaware and all parties hereto agree to forbear from filing a claim in any other jurisdiction.

9. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors or successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.

10. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants or conditions of this Agreement, shall on written request of one (1) party served on the other, be submitted to binding arbitration. Such arbitration shall be under the rules of the American Arbitration Association. The arbitrator shall have no authority to change any provisions of this agreement; the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The expenses of arbitration conducted pursuant to this paragraph shall be borne by the parties in such proportion as the Arbitrators shall decide.

11. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Intermediary has been retained to represent the owner(s) in the sale thereof and on which Intermediary or owner(s) has furnished information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Intermediary or owner(s) initially furnished information to Buyer on such other business and/or property.

12. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Intermediary and this Agreement sets forth the entire agreement and understanding

EXECUTED THIS _____ DAY OF _____, 2018 by

Name: _____ Title _____

Signature: _____

On Behalf of the Enginuity Group: W. David Kimbrell



