

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, by _____ ("Prospective Buyer") and JR Fulton & Associates, Inc – Norman ("Broker"), in favor of Cornerstone Equities, LLC, an Oklahoma Limited Liability Company ("Owner"), who agree as follows:

1. Recitals. This Agreement is made and entered into with reference to the following facts and circumstances:

a. Owner owns certain real property of approximately 25 acres named Arlington Center and located the northeast corner of Country Club Road & Arlington Boulevard in Ada, Oklahoma ("Property"). Prospective Buyer may be interested in purchasing the Property from Owner ("Transaction").

b. For purposes of this Agreement, "Confidential Information" shall mean all data and information of any kind whatsoever with respect to the business and operations of the Property, including leases, reports, financial information, and any other information concerning the Property, including without limitation the fact that the Property is potentially for sale. Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure by Owner; (ii) becomes publicly known and available in the public domain after disclosure by Owner through no action or inaction of Prospective Buyer or Broker; (iii) is in the possession of Prospective Buyer or Broker at the time of disclosure by Owner; (iv) is independently developed by Prospective Buyer or Broker without use of or reference to Owner's Confidential Information; (v) is received by Prospective Buyer or Broker from a third party without an accompanying duty of confidentiality; (vi) required by law to be disclosed by Prospective Buyer or Broker; or (vii) has been approved in writing for use or disclosure by Owner.

2. Prospective Buyer and Broker acknowledge that the Confidential Information which has been or may in the future be supplied to it in connection with the Property is proprietary information and constitutes trade secrets of Owner which are being revealed to Prospective Buyer and Broker in the strictest of confidence and solely for the purpose of enabling Prospective Buyer and Broker to assist with the Transaction. Prospective Buyer and Broker shall hold and maintain the Confidential Information in strictest confidence.

3. Prospective Buyer and Broker shall not, without the prior written approval of Owner, use for their own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Owner, any of the Confidential Information.

4. Prospective Buyer and Broker shall carefully restrict access to the Confidential Information to those of its employees and agents who clearly need such access in order to participate in the Transaction. Prospective Buyer and Broker further warrant and represent that they will advise each of the persons to whom they provide access to any of the Confidential Information pursuant to the foregoing sentence that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of Owner, any of the Confidential Information.

5. Prospective Buyer and Broker shall take all necessary action to protect the confidentiality of the Confidential Information, except for its disclosure, on a need to know basis, pursuant to Paragraph 4 above, and hereby agree to indemnify, defend and hold Owner, and each

of its respective officers, directors, shareholders, partners, heirs, administrators, agents, employees, successors and assigns, harmless from and against any and all claims, demands, losses, liabilities, damages, actions, causes of action, rights (whether contingent, accrued or inchoate) or expenses, including, without limitation, attorneys' fees and costs, which may be directly or indirectly incurred or suffered by any of them as a result of Prospective Buyer's or Broker's failure to protect the confidentiality of the Confidential Information, or any other breach of this Agreement by Prospective Buyer or Broker.

6. Prospective Buyer and Broker understand and acknowledge that any disclosure, unauthorized use or misappropriation of any of the Confidential Information in violation of this Agreement may cause Owner irreparable harm, the amount of which may be difficult to ascertain and, therefore, agree that Owner shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure, unauthorized use or misappropriation and for such other relief Owner shall deem appropriate. Such right of Owner is to be in addition to the remedies otherwise available to Owner at law or in equity.

7. Prospective Buyer and Broker shall return to Owner the Confidential Information, as well as any and all records, notes, and other written, printed, or tangible materials pertaining to the Confidential Information immediately upon demand.

8. This Agreement and Prospective Buyer's and Broker's obligations hereunder shall be binding on the representatives, assigns, and successors of Prospective Buyer and Broker and shall inure to the benefit of the assigns and successors of Owner.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Sole and proper venue for any action to enforce or interpret the terms and provisions hereof shall be in Ada, Oklahoma.

10. If any party is required to consult an attorney or commence any action or proceeding at law or in equity to enforce or interpret the provisions of this Agreement, the prevailing party in such consultation, action or proceeding shall be entitled to recover its actual attorneys' fees and costs, whether or not such consultation, action or proceeding proceeds to judgment.

11. This Agreement constitutes the sole understanding of the parties about the subject matter hereof and there are no representations, agreements, arrangements or understandings, oral or written, by or among the parties relating to the subject matter hereof which are not fully expressed herein. This Agreement may not be amended or modified except in writing signed by each of the parties to this Agreement.

12. This Agreement may be signed in one or more counterparts, all of which when taken together shall constitute one original Agreement.

13. If any provision of this Agreement is determined to be invalid, void or unenforceable, it shall be deemed severable from the remainder of the Agreement and shall in no way invalidate any other provision. If any provision is determined to be invalid, void or unenforceable due to its scope or breadth, that provision shall be deemed valid to the extent of the scope or breadth permitted by law.

14. The obligations of Prospective Buyer and Broker hereunder shall terminate five (5) years after the Effective Date.

PROSPECTIVE BUYER:

Company Name (if applicable)

Signature

Date


Print Name

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Telephone Number

Email Address

BROKER:



Brad Worster, CPM, CCIM
JR Fulton & Associates, Inc. – Norman
Branch Broker

INSTRUCTIONS:

Read entire document carefully. This is a legal and binding contract. If you have any questions as to your duties and responsibilities assigned herein seek professional legal advice.

Insert Day, Month, Year and your Company or Individual Name on Page 1

Initial each of the three pages in the bottom right corner

On page 3 insert Company Name (if applicable), the name of the person signing, contact telephone number and email, sign and date

Fax to (405) 701-0288