

**NON-DISCLOSURE
CONFIDENTIALITY AGREEMENT
Brookhaven West Plaza**

To be signed by party requesting the Property Information. Please read, sign and return to HCB Commercial Real Estate Co., LLC c/o Mr. Scott Heiple, CCIM – Owner – Managing Broker, at scott.heiple@hcbcommercial.com (E-MAIL) or fax to 405-447-7124.

HCB Commercial Real Estate Co., LLC (“Listing Broker”) has been retained to exclusively represent and market the property known as Brookhaven West Plaza located at 7817-7831 NW 94th Street, OKC, OK 73162 (“Property”). You have requested certain information from Listing Broker. As a condition to your receipt of such information, you agree to treat any information concerning the Property of the Owner (all such material collectively, the “Property Information”) in accordance with the provisions of this Agreement and to take or refrain from taking certain other actions herein set forth.

You hereby agree that for the benefit of the Listing Broker and the Owner:

The Property Information does not purport to be all-inclusive or to necessarily contain all the information that a prospective acquirer may desire in investigating the Property.

If the potential prospect is represented by another Broker (the “Participating Broker”), Participating Broker shall be entitled to a commission of three percent (3.0%) of the gross sales price of the property in the event of a successful sale of the Property. If no sale occurs, no commission shall be paid to Participating Broker.

Any principle or investor (the “Principle”) seeking information of the Property directly from HCB Commercial Real Estate Co., LLC shall not look to or be entitled to any commission paid to or from HCB Commercial Real Estate Co., LLC resulting from a sale or transfer of the Property. All Principle’s, their representatives, agents or employees do hereby agree not to contact the Owner, Owner’s lender, or any of the tenants at the Property without the express written permission of the Listing Broker.

The Property Information has been prepared for informational purposes only relating to this transaction and only and upon the express understanding that it will be used for only the purposes set forth above. Any projections or similar materials should be considered hypothetical only, and no assurances can be given as to the accuracy of assumptions or the predictability of any given result or outcome. Any purchase must be based upon the prospective acquirer’s own risk. Neither the Owner nor its Advisors make any express or implied representation or warranty as to the accuracy or completeness of the information contained herein or made available in

connection with any further investigation of the Property. Both the Owner and its Advisors expressly disclaim any and all liability which may be based on such information, errors therein or omissions therefrom. The recipient shall be entitled to rely solely on the representations and warranties made to it by the Owner in any final purchase agreement.

You agree that the terms of this Agreement will apply to any and all Property Information, whether disclosed to you before or after the date of this Agreement and agree to abide by such terms with respect to any such Property Information.

Agreed to this _____ day of _____, 20__

Signature: _____
Participating Broker

Signature: _____
Principle

Print Name: _____

Print Name: _____

Title: _____

Company: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

E-Mail: _____

E-Mail: _____