

Third Party Confidentiality Agreement

This Confidentiality Agreement (the "Agreement") is entered into effective _____, 20____, by and between George Clift Enterprises, Inc. dba Eslabon Properties, ("Broker") whose address is 3430 I 40 West, Amarillo, TX 79102 and _____ ("Company") whose address is _____

Recitals

1. Broker has entered into a Brokerage Agreement whereby Broker will advise and assist a Client ("Client") in divesting certain assets (the "Transaction") and may create and/or distribute certain non-public, confidential or proprietary information for the benefit of its client and for distribution to interested parties.
2. Company has expressed an interest in reviewing such information in order to evaluate for its benefit a potential Transaction.
3. Company understands that Broker represents its client in distributing such information, and in any discussions of the potential value of a Transaction. Company should therefore develop its own opinions of such value or lack thereof of any pending or actual Transaction.
4. Broker may receive information from Company necessary for Broker to complete its responsibilities to its client in regards to a potential Transaction.
5. Any information disclosed by Company to Broker under the terms of this agreement may be used by Broker for the sole benefit of Broker's client.

Agreement

1. Information provided by Parties. As used in this Agreement, "Confidential Information" means any information about a Party disclosed to the other Party by or on behalf of that Party or its clients in connection with a proposed Transaction. Failure to mark any writing confidential will not affect the confidential nature of the writing or the information contained within the writing. Confidential Information does not include information that is:
 - a. In the possession of the Party receiving the Confidential Information (the "Receiving Party") as of the date of this Agreement and which has been obtained from a source other than the party disclosing the Confidential Information (the "Disclosing Party") or its agents.

- b. In the public domain as of the date of this Agreement or subsequently becomes part of the public domain through no breach of this Agreement by the Receiving Party.
 - c. Disclosed to the public by, or with the consent of, the Disclosing Party.
 - d. Disclosed to the Receiving Party by a third party which is not, to the Receiving Party's knowledge, prohibited from disclosing such information by a legal or fiduciary duty to the Disclosing Party.
 - e. Required by law (including any applicable court order, rule, regulation or procedure) to be disclosed, provided that the Receiving Party shall give the Disclosing Party prompt notice of the required disclosure so that the Disclosing Party may seek to contest such disclosure if desired.
 - f. Independently developed by the Receiving Party without reliance on or reference to the Confidential Information disclosed to it by the Disclosing Party.
2. Covenants of the Parties. As a consequence of each Party's acquisition of Confidential Information, the Receiving Party will occupy a position of trust and confidence with respect to the Disclosing Party's affairs and business. The Parties agree that it is reasonable and necessary that they covenant as follows:
- a. The Confidential Information will be used solely in connection with their consideration of the proposed Transaction.
 - b. The Parties will safeguard the Confidential Information against disclosure by employing the same means to protect the Confidential Information as they use to protect their own non-public, confidential or proprietary information.
 - c. No Receiving Party shall itself, or permit its employees or agents at any time to, use, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity any of the Confidential Information without the prior written consent of the Disclosing Party, except a Receiving Party may distribute the Confidential Information to responsible board members, officers, employees, affiliates and consultants of the Receiving Party, who have a need for such Confidential Information for purposes of evaluating the Transaction, provided that any disclosure by such board members, officers, employees, affiliates and consultants in violation of the provisions of this Agreement shall be a breach of this Agreement by the Receiving Party.
 - d. Immediately upon request by the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing party any confidential Information

furnished to the Receiving Party, and destroy all copies or other reproductions thereof, and all letters, notes and reports thereof, and all other materials, derived from the Confidential Information which are in the Receiving Party's control. The Receiving Party agrees to represent in writing to the Disclosing Party that it has complied with the provisions of this paragraph.

3. Future Agreements Between Client and Company. As a result of the exchange of Confidential Information, the Company and Broker's client may enter into an agreement regarding a Transaction. If the Parties enter into such an agreement, the provisions of this agreement shall continue in full force and effect for a period of two years unless specifically addressed and superceded by that future agreement. Nevertheless, in the event the Parties do not enter into a future agreement, the Parties will continue to be bound by the terms of this Agreement for a period of two years.
4. Injunctive Relief. It is understood and agreed that damages shall be an inadequate remedy in the event of a breach by a Receiving Party of any provisions of this Agreement and that any breach by that Party will cause the Disclosing Party great and irreparable injury and damage. Accordingly, the Parties agree that the Disclosing Party shall be entitled, without waiving any additional rights or remedies otherwise available to the Disclosing Party at law, equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by a Receiving Party of any of the covenants of this agreement
5. Integration. This Agreement is the entire agreement among the parties pertaining to the Confidential Information. The Parties have not made any representations, agreements, or arrangements, or have any understandings, oral or written, pertaining to the Confidential Information that they have not fully expressed in this Agreement. This Agreement supersedes any pertinent prior agreements and understandings whether written or oral not contained in this agreement.
6. Severability. The invalidity or unenforceability of any term or provision or any clause of this Agreement in no way impairs or affects the validity or enforceability of any other part of this Agreement, which remains in full force and effect.
7. Binding. This agreement is binding upon the heirs, administrators, executors, successors, and permitted assignees of both parties.
8. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Texas, without regard to the principles of conflicts of law. Any suit brought hereon shall be brought in the state or federal courts sitting in Potter County, Amarillo, Texas.

9. Attorney's Fees. In the event either party is required to employ an attorney to enforce provisions of this Agreement by reason of the alleged default of the other, then the prevailing party in any court litigation by reason of said default shall be entitled to be awarded reasonable attorney's fees and costs.

10. Waiver. A party does not waive any term, covenant, or condition of this Agreement by failing to insist on strict compliance with any of its terms covenants, or conditions. Nor does a Party that waives or relinquishes any right or power at any one time or times waive or relinquish the right or power for all or any other times.

11. Notices. Notices under this Agreement will be sent to the parties at the addresses listed in the first paragraph of this Agreement.

George Clift Enterprises, Inc.

dba Eslabon Properties

Texas Broker Lic. #0458389

Kansas Broker Lic. #BR00222176

Nebraska Broker Lic #20100405

Colorado Broker Lic # 11100029177

3430 I 40 West

Amarillo, Texas 79102

Company

Address

By: _____
Agent

By: _____

Title