



MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is effective as of the 29th day of May, 2025 (“Effective Date”) and is made by and between **BELTLINE ENERGY LLC** (“BELTLINE”), a Georgia limited liability company with offices at 154 Krog Street, Suite 105, Atlanta, Georgia 30307 and **THE TOWN OF LUTHER, OKLAHOMA** (“COMPANY”), an Oklahoma incorporated municipality with offices at 108 S. Main St. Luther, OK 73054 (each a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, the Parties hereto desires to protect certain Confidential Information (as that term is hereinafter defined) with respect to which BELTLINE claims a proprietary interest; and

WHEREAS, the Parties hereto desires to accomplish the Objective (as that term is hereinafter defined); and

WHEREAS, it is understood and agreed by the Parties hereto that in order to accomplish the Objective it is necessary and desirable that BELTLINE provide Confidential Information; and

WHEREAS, provision of said Confidential Information must be handled in a confidential manner;

WHEREAS, BELTLINE’S consideration of a project in support of the Objective within the corporate limits of the Town of Luther is considered by the parties to be sufficient consideration to maintain the Confidential Information provided by BELTLINE.

NOW THEREFORE, for and in consideration of BELTLINE’S disclosure of Confidential Information to COMPANY, the mutual covenants set forth herein, and for other good and valuable consideration, including BELTLINE’S consideration of a project in support of the Objective, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1- DEFINITIONS

1.1 As used herein “**Confidential Information**” means BELTLINE’S proprietary information of a business and/or technical nature, including but not limited to the following: future business plans; finance information; market information; sales information; and technical information proprietary to BELTLINE and relating to the Objective, which is disclosed to by BELTLINE to COMPANY during the Disclosure Period. Such Confidential Information may be contained within, among other things, designs, drawings, prints, specifications, test results, reports, supporting notes, drafts, term sheets, or electronic recordings, and might also be disclosed in any manner, whether written, orally, demonstratively, or tangibly.

1.2 As used herein “**Confidential Obligation Period**” has the meaning set forth in Paragraph 6.1 below.

1.3 As used herein the “**Objective**” is preliminary discussions between the Parties related to building, purchasing or other potential transactions regarding real estate development and energy supply agreements in the United States.

1.4 As used herein “**Employees**” means the employees, officers, elected officials, agents, attorneys, accountant’s, auditors and consultants of either Party or of each Party’s parent company or Affiliates (as hereinafter defined).

1.5 As used herein “**Disclosure Period**” shall be the period of time commencing on the Effective Date hereof and terminating two (2) years thereafter. The Parties may renew the Disclosure Period by written agreement signed by both Parties. Either Party may terminate the Disclosure Period earlier upon written notice to the other Party subject to the provisions of 6.1(Confidential Obligation Period).



1.6 As used herein “Affiliates” means any corporation or other business entity which by means of the issued voting ownership interest, or by contract or otherwise, either directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the relevant Party hereto depending on the context.

ARTICLE 2 - USE AND DISCLOSURE RESTRICTIONS

2.1 **Prohibited Use and Disclosure.** COMPANY shall treat as confidential and shall not directly or indirectly disclose or use BELTLINE’S Confidential Information, except in pursuit of the Objective or as directed in writing.

2.2 **Limited Disclosure.** COMPANY shall limit its disclosure of the other BELTLINE’S Confidential Information to that COMPANY’S Employees, as defined herein, who have a need to know such Confidential Information related to the Objective.

2.3 **Proprietary Confidential Information.** COMPANY shall instruct its Employees that BELTLINE’S Confidential Information is proprietary to BELTLINE and that it is to be held in strict confidence by said Employees, and COMPANY shall use its best reasonable efforts to ensure that all of its Employees to whom such Confidential Information is disclosed take all reasonable precautions to safeguard and preserve the confidential status of the Confidential Information. Best reasonable efforts shall include at a minimum the same degree of care COMPANY uses to protect its own Confidential Information of a similar nature, but shall in no event mean less than a reasonable standard of care.

2.4 **BELTLINE’S Confidential Information.** BELTLINE’S Confidential Information shall remain the sole and exclusive property of BELTLINE, and may not be copied, disclosed or used in any manner except in pursuit of the Objective.

2.5 **Unauthorized Personnel.** COMPANY shall take reasonable precautions to exclude unauthorized personnel and visitors from areas where the Confidential Information is or may be available or observable.

2.6 **Exceptions.** The provisions of Paragraphs 2.1 through 2.5 above shall not apply to information that COMPANY can demonstrate:

- (i) was rightfully in its possession prior to the date of initial disclosure;
- (ii) at any time, is or has been published or otherwise made available to the general public or Part of the public domain through no act or failure to act on the part of COMPANY in violation of this Agreement;
- (iii) came into COMPANY’S possession from a third party who had a bona fide right to make such information available;
- (iv) has been disclosed to another person or entity in accordance with written direction from or the written approval of BELTLINE claiming the proprietary interest without restriction on disclosure;
- (v) by competent written evidence that it was independently developed by or on behalf of COMPANY by persons who have not had specific knowledge of relevant Confidential Information acquired hereunder; or
- (vi) that it is obligated to produce pursuant to applicable laws and regulations, including the Oklahoma Open Records Act, or under order of a court or regulatory authority of competent jurisdiction, provided that COMPANY gives written notice of same to BELTLINE at least fifteen (15) days prior to the date of compliance with such requirement (unless COMPANY has less than fifteen (15) days notice itself, in which case it shall give BELTLINE as much notice as is practical under the circumstances); and provided further that when COMPANY has notice of the pendency of any action that may result in a court or regulatory order to produce Confidential Information, COMPANY agrees, to the extent not prohibited by law, to notify



BELTLINE of the facts pertaining to the action as soon as practical under the circumstances in order to give BELTLINE an opportunity to protect its interests.

ARTICLE 3 – MARKING

3.1 **Marking.** BELTLINE shall mark or cause to be marked any and all materials relating to or containing Confidential Information. Failure to mark a written disclosure, however, does not by itself disqualify information from being Confidential Information if other factors or circumstances, clearly indicate at the time of disclosure that the information is confidential or BELTLINE specifies that the information is confidential.

ARTICLE 4 - RETURN OF MATERIALS

4.1 **Return of Materials.** Upon termination of this Agreement or upon completion of the Objective, whichever shall first occur, and/or upon written request by BELTLINE, whichever shall first occur, COMPANY shall: (a) promptly return to the other or destroy the originals and any copies of Confidential Information which was provided to, which is in tangible form and which is in the COMPANY'S possession or control; and (b) upon written request, certify in writing to BELTLINE that COMPANY has complied fully with the provisions of this Paragraph 4.1. Notwithstanding the foregoing or the provisions of Article 6 (CONFIDENTIAL OBLIGATION PERIOD), if COMPANY is unable to remove BELTLINE'S Confidential Information from its computers, electronic storage or other information technology systems, COMPANY may retain such information in said systems, provided that (a) COMPANY may not use such Confidential Information for any purpose whatsoever, and (b) COMPANY shall remain subject to the confidentiality provisions herein with respect to such Confidential Information.

ARTICLE 5 - INTELLECTUAL PROPERTY

5.1 **No License.** Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed as a grant of any right or license or an offer to grant any right or license by BELTLINE to the other with respect to the Confidential Information exchanged hereunder.

5.2 **Patent Application Restrictions.** COMPANY agrees not to file any patent application (domestic or foreign) covering or otherwise incorporating BELTLINE'S Confidential Information.

ARTICLE 6 - CONFIDENTIAL OBLIGATION PERIOD

6.1 **Confidential Obligation Period.** Both BELTLINE's and COMPANY'S obligations of confidentiality as set forth herein shall continue for a period of two (2) years from the end of the Disclosure Period.

6.2

ARTICLE 7 - GENERAL

7.1 **Notices.** All notices, demands and requests which may be given or which are required to be given by either Party to the other under this Agreement shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the recipient Party's address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx or UPS, addressed to such recipient Party at the address specified below. For purposes of this Paragraph 7.1, the addresses of the Parties for all notices are as set forth below (unless changed by similar notice in writing given by the particular person whose address is to be changed).



To: BELTLINE Beltline Energy 154 Krog Street, Suite 105 Atlanta, GA 30307 Attn: Legal	To: COMPANY The Town of Luther, Oklahoma 108 S. Main St. Luther, OK 73054
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Either Party may, upon not less than five (5) business days' written notice to the other Party in accordance with the procedures of this Paragraph 7.1, change its address for receiving such notices.

7.2 **Assignment.** Neither Party shall assign, delegate or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other Party hereto, which consent may in that other Party's sole discretion be withheld, provided, however, that this Agreement may be assigned without consent to the purchaser of all or substantially all of the assigning Party's assets or business related to this Agreement.

7.3 **Headings.** The headings of the Articles herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

7.4 **Governing Law.** This Agreement shall be interpreted and construed and the legal relation covered herein shall be determined in accordance with the laws of the state of Oklahoma.

7.5 **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this contract. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within twenty (20) days after delivery of the disputing Party's notice, the executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other shall be honored.

In the event that the executives are unable to resolve the dispute the Parties shall submit the matter to mediation in accordance with the current model procedural rules of the CPR Institute. If either Party refuses to participate in mediation, or if upon the conclusion of such mediation, any unresolved issues remain, either Party may initiate litigation or otherwise pursue whatever legal remedies may be available to such Party.

7.6 **Export Compliance.** Each Party will comply with the applicable United States' export laws and regulations for any technical data exchanged under this Agreement.

7.7 **Further Agreement.** Except as expressly set forth herein, neither Party is under an obligation to enter into any further agreement with the other.

7.8 **No Partnership or Joint Venture.** The disclosure of confidential information herein does not create a partnership, joint venture, or other form of legal entity or business enterprise between the Parties. Any business relationship between the Parties will be governed by a separate agreement.

7.9 **Severability.** The unenforceability or invalidity of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, but such remaining provisions shall be construed and interpreted in such a manner as to carry out fully the intent of the Parties; provided, however, that should any judicial body interpreting this Agreement deem any provision to be unreasonably broad in time, scope or otherwise, it is the intent and desire of the Parties that such judicial body, to the greatest extent possible, reduce the breadth of such provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.



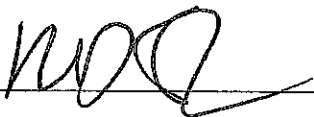
7.10 **Entire Agreement.** This document contains the entire agreement between the Parties, and supersedes any previous oral or written understandings, commitments, or agreements pertaining to the subject matter hereof.

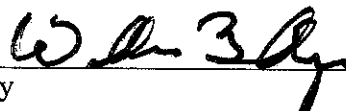
7.11 **Modifications and Amendments.** This Agreement may not be modified or amended except by writing signed by an authorized representative of the Party against whom the modification or change is sought to be enforced.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in duplicate by their duly authorized representatives effective as of the day and year first above written.

Beltline Energy, LLC
(BELTLINE)

The Town of Luther, Oklahoma
(COMPANY)

By 

By 

Name Ryan Sanders

Name WILLIAM T. ARPS

Title Partner

Title MAYOR