

Confidentiality Agreement - Principal

Real Estate Advisors (“REA”) is requesting that the following Confidentiality Agreement be completed in conjunction with the potential sale of the property located at 1601 Randolph Rd. SE, Albuquerque, NM.

Upon execution of this Agreement, confidential information will be provided to Principal, solely for Principal’s use in determining whether Principal has an interest in the Property. Principal agrees that the confidential information package and any other written materials or oral communications relating to the Property (collectively, the “Information”) that have been or may in the future be furnished to Principal by REA or Owner any agent representative, therefore, will be confidential as set forth below.

Principal agrees that the Information will not be used other than in furtherance of the purposes described above, and that the Information will be kept confidential and will be disclosed only to those persons, agents representatives or employees of Principal who have a need to know such Information and who are advised of the confidential nature therefore, except as otherwise required by law. The term “Information,” as used herein does not include information which is generally available to the public through independent sources. Principal agrees that they will not disclose to third parties the substance of any discussions or negotiations which might occur concerning the Property, the result of any investigation relating to the Property, or the terms, conditions, or other aspects of any proposed transaction involving the Property. Principal will not reproduce the Information in whole or in part and will not distribute all or any portion of such Information to any person other than as set forth above. Upon request by Owner or REA, Principal agrees to return to REA all Information furnished to them, without retaining copies of all or any part thereof.

The Information was prepared by REA and has been reviewed by Owner. It contains selected information pertaining to the Property and does not purport to contain all of the information that a prospective purchaser may desire. Interested parties should conduct their own investigation and analysis. Although every effort has been made to provide accurate and complete information, neither Owner nor REA makes any representations or warranties, expressed or implied, as to the accuracy or completeness of the Information or its contents. No legal liability is assumed or is to be implied from the Information or its contents, and no legal obligations shall arise by reason of the distribution of the Information or its contents. Principal hereby release and discharge any and all claims it may have against REA or Owner arising out of the delivery of the Information to Principal or any inaccuracy of the information. Further, Principal hereby agrees to indemnify and hold REA and Owner harmless from any and all claims arising out of the delivery to Principal of the Information. Principal agrees that if either Principal, its agents, representatives, or employees commits a breach of any of the provisions of this Agreement, Owner shall have the right and remedy to institute proceedings to obtain immediate injunctive relief for any breach or threatened breach may cause irreparable injury to Owner and its affiliates and that money damages will not provide an adequate remedy to Owner and its affiliates. Further, nothing herein shall be construed to limit any other remedy available to the Owner.

Principal is responsible for any fees owed to or payable to Principal’s agent (if any). Principal agrees to indemnify, defend and hold harmless Owner and REA from and against any and all losses, damages, costs and expenses, including reasonable attorney fees, arising out of or in connection with any claim or suit asserted or bought by any broker, finder, agent or representative for commissions, fees or other compensation, to the extent such claim or suit is based in whole or in part on dealings with or through Principal, its directors, officers, employees, partners, agents or advisors.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Mexico. Please indicate your acknowledgment of and agreement to the foregoing terms by signing and returning one copy, of this letter to the individuals noted below. Upon receipt, the Information will be promptly delivered

REA | Real Estate Advisors LLC : Tom Jenkins at tom@reanm.com

Agreed to and Accepted By:

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

PHONE:

EMAIL:

BY/TITLE:

SIGNATURE & DATE: