



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of the date of execution by and between Anchor CRE, LLC dba RESOLUT RE ("Disclosing Party") and the undersigned recipient ("Recipient").

1. Purpose.

The Recipient has expressed interest in evaluating a potential acquisition of the property located at 140 Jefferson St SE, Albuquerque, NM, commonly known as "Ocotillo Ridge" (the "Property"). In connection with this evaluation, Disclosing Party may provide certain confidential and proprietary information.

2. Confidential Information.

Confidential Information includes, but is not limited to, rent rolls, tenant information, financial statements, operational data, and any other non-public information related to the Property.

3. Non-Disclosure and Use.

Recipient agrees to:

- (a) Keep all Confidential Information strictly confidential;
- (b) Use the Confidential Information solely for the purpose of evaluating the potential acquisition of the Property;
- (c) Not disclose any Confidential Information to any third party without prior written consent of Disclosing Party, except to its advisors who are bound by similar confidentiality obligations.

4. Non-Circumvention.

Recipient agrees not to contact, solicit, or communicate with any tenants, vendors, or employees related to the Property without prior written consent of Disclosing Party.

5. Non-Solicitation.

Recipient shall not use Confidential Information to solicit tenants or otherwise interfere with existing tenant relationships.

6. Return or Destruction.

Upon request, Recipient shall promptly return or destroy all Confidential Information.

7. No Representation.

Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information.

8. Remedies.

Recipient acknowledges that any breach of this Agreement may cause irreparable harm, and Disclosing Party shall be entitled to injunctive relief, in addition to any other remedies available at law or equity.

9. Governing Law.

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Recipient Name: _____

Signature: _____

Date: _____