



___ / ___ /2020

Name: ("Registered Potential Purchaser")

Re: _____

Dear: _____

Aaron Horn of Colorado Springs Commercial, LLC ("Listing Broker") are acting as the broker in connection with a possible sale to you (the "Proposed Transaction") of the property known as _____ owned by _____ ("Owner"). To enable you to evaluate the Proposed Transaction, you have been and/or will be furnished with confidential information regarding the business, operations, property and/or tenants of the property located at 205 N. Elizabeth Street, Pueblo, CO 81003 and/or its subsidiaries or affiliates. This letter sets forth your agreement with Owner and Listing Broker regarding the treatment of such confidential information for the purpose of preventing unauthorized disclosure of such information.

For purposes of this letter agreement, "Confidential Information" shall mean any information that is furnished by or on behalf of Owner to you relating to Owner's business, operations, property and/or tenants (whether furnished before or after the date hereof, whether oral or written, and regardless of the manner in which it is furnished), and any notes, analyses, studies or other documents prepared by you which contain or are based on such information furnished to you. However, the term "Confidential Information" does not include information which (a) is or becomes generally available to the public other than as a result of a breach of this letter agreement by you or your Representatives, or (b) was available to you or becomes available to you on a non-confidential basis from a person other than Broker or Owner who is not otherwise bound by a confidentiality agreement and is permitted to disclose such information to you.

You have agreed as follows:

1. You shall hold and maintain the Confidential Information in strictest confidence, shall not use the Confidential Information for any purpose other than in connection with your analysis and consideration of the Proposed Transaction, and shall not, without the prior written consent of Owner, communicate, disclose or otherwise make available all or any part of the Confidential Information to any third party other than your officers, employees, agents and other representatives who need access to the Confidential Information in connection with your

analysis and consideration of the Proposed Transaction ("**Representatives**"). You agree to not directly or indirectly contact, and shall cause your Representatives to not directly or indirectly contact, any tenant of the Property, or such tenant's affiliate or representative, with regard in any manner to the Property or the Confidential Information, without Owner's consent, which may be withheld in Owner's sole and absolute discretion.

2. You will restrict access to the Confidential Information by your Representatives, and will cause your Representatives (a) to observe the terms of this letter agreement, (b) not to use the Confidential Information for any purpose other than in connection with your evaluation of the Proposed Transaction or the consummation of the Proposed Transaction. You will be responsible for any breach of the terms of this letter agreement by you or your Representatives.

3. You will take all necessary action to protect the confidentiality of the Confidential Information in accordance with the terms of this letter agreement and will indemnify Owner against any and all loss, damage, claims or expenses (including reasonable attorneys' fees) which may be asserted or recovered against, or incurred by, Owner as a result of any breach by you of your obligations under this letter agreement.

4. You understand and acknowledge that any disclosure or misappropriation of any of the Confidential Information in violation of this letter agreement may cause Owner irreparable harm, the amount of which may be difficult to ascertain. Accordingly, you agree that in addition all remedies otherwise available to Owner at law or in equity on account of your breach of this letter agreement, Owner shall, as a matter of right, be entitled to injunctive relief from any court of competent jurisdiction restraining any such disclosure or misappropriation.

5. At the request of Listing Broker or Owner, or upon your determination not to proceed with the Proposed Transaction, you will return all Confidential Information, and all copies, reproductions, summaries, analyses or extracts thereof or based thereon or notes relating thereto in your possession or in the possession of any of your Representatives.

6. This letter agreement and your obligations hereunder shall be binding on you, your Representatives and your various officers, employees, agents, assigns and successors and shall inure to the benefit of the assigns and successors of Owner.

7. You warrant and represent to Listing Broker and Owner that you are acting as a principal/advisor only in connection with the possible purchase of the Property and not as an agent for any other person or entity, and that you are not represented by any real estate broker or agent. You hereby indemnify and hold Owner and Listing Broker harmless from any and all claims or demands for commission that may be asserted against Owner or Broker by any broker or agent by virtue of its relationship with you or based on the actions of you.

8. You acknowledge that for purposes of this Proposed Transaction Listing Broker is acting in the capacity of the Owner's agent, not as your agent or as a transaction broker, and will be treating you as a "customer". Under Colorado real estate brokerage law an owner's agent works solely on behalf of the owner to promote the interests of the owner with the utmost good faith, loyalty and fidelity and negotiates on behalf of and acts as an advocate for the owner. A buyer's agent works solely on behalf of the buyer to promote the interest of the buyer with the utmost good faith, loyalty and fidelity and negotiates on behalf of and acts as an advocate for the buyer. A transaction broker assists the owner or buyer or both throughout a real estate transaction by performing terms of any

written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being the agent or advocate for any of the parties. A customer is a party to a real estate transaction with whom a broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction broker.

9. We further agree that a copy of our signature on a facsimile counterpart of this letter agreement shall be binding upon us, and that this letter agreement shall be interpreted in accordance with the laws of the State of Colorado, without regard to its rules regarding conflicts of laws.

10. All Confidential Information is provided "as is" and this agreement does not grant any warranty, guarantee or representation with respect to any exchanged information, or its accuracy, adequacy or suitability for any particular purpose. Listing Broker and Owner disclaim and exclude any and all liability for damages resulting from your reliance on or use of the information provided hereunder.

11. This agreement shall become effective upon its execution by all parties and shall remain in force for a period of sixty (60) months from the last disclosure of Confidential Information in connection to the Proposed Transaction.

12. Owner is under no legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this agreement, the delivery of any Confidential Information, any discussions concerning the Proposed Transaction or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto.

13. In any action brought to enforce this letter against you or your Representatives, you shall pay Owner all costs and expenses of such action, including, without limitation, reasonable attorneys' fees and costs.

14. This letter constitutes the entire understanding of the parties with respect to the subject matter herein.

Please confirm your agreement with the foregoing by signing and returning one copy of this letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement among you, Listing Broker and Owner.

Broker:

Colorado Springs Commercial
2 N. Cascade Ave., Suite 720
Colorado Springs, CO 80903
ahorn@coscommercial.com
(719) 418 4070
Aaron Horn
Senior Managing Director

Registered Potential Purchaser(s)

Company: _____

Address: _____

Email: _____

Phone: _____

Date: _____

Name: _____

Signature: _____

Title: _____

Registered Agent(s):

Company: _____

Address: _____

Email: _____

Phone: _____

Date: _____

Name: _____

Signature: _____

Title: _____