

Confidentiality Agreement

Gibbons-White, Inc. (G-W) has been retained on an exclusive basis by the "Owner" with respect to the offering for sale of **5450 Western, Boulder CO, 80302**, described above (the "Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to G-W.

G-W has available for review certain information considering the Property which includes brochures and other materials (collectively "Informational Materials"). G-W will not disclose such Informational Materials to the Reviewing Entity (RE) unless and until the RE has executed this Agreement. Upon G-W's receipt of the executed agreement, G-W is prepared to provide the Informational Materials for the RE's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Information Materials pertaining to the Property, which may be furnished to the RE by G-W, shall continue to be the property of the Owner and G-W. The Informational Materials will be used solely for the purpose of the RE and may not be copied or duplicated without G-W's written consent and must be returned to G-W immediately upon G-W's request or when the RE terminates negotiations with respect to the Property.
2. The Informational Materials are to be held as confidential but may be disclosed to the RE's partners, employees, legal counsel and institutional lenders ("Related Parties") for the purpose of evaluating the potential purchase of the Property. Moreover, the RE agrees to reveal the Information only to those of its agents, representatives and employees who need to have the Information and who are informed by the RE of the confidential nature of the Information. The RE or its agents, representatives and employees will not volunteer or disclose in any way to any person (i) the fact that the Information has been made available, (ii) any of the Information or any summaries or notes thereof, (iii) the fact that discussions or negotiations are taking place or will take place or (iv) any of the terms, conditions or other facts with respect to the possible acquisition of the Property.
3. The RE understands and acknowledges that G-W and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to G-W by others and has not been independently verified by G-W and is not guaranteed as to completeness or accuracy.
4. The RE hereby indemnifies and holds harmless G-W and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees arising out of any breach of any of the terms of their Agreement including, without limitation, claims for brokerage commissions from any agent representing RE.
5. The RE acknowledges that the Property information is being sent to the reviewer without regard to race, creed, sex, religion, national origin, or any other protected class. This agreement terminates on the latter of one year from the date hereto, or the end of any and all leases currently held at the Property except as to written claims by Owner or G-W against RE prior thereto.



2305 Canyon Blvd., #200, Boulder, CO 80302

Confidentiality Agreement

6. Representations. Prospective Purchaser represents that Prospective Purchaser is not affiliated with or related to Agent and is not represented by a Buyer or Transaction Agent unless noted herein below:

Purchaser's Agent:

Name: _____

Address: _____

Telephone No.: _____

email.: _____

Colorado Real Estate license number: _____

Prospective Purchaser and its agent must both sign and be bound by this Agreement, or any updated agreements required for non disclosure of confidential information and materials, and understand Prospective Purchaser is responsible for **paying all fees, costs, expenses and real estate commission(s) of Purchaser's Agent**.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado.

This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including, without limitation, any corporation or other business organization with which the RE or Seller and its agent may merge or consolidate or to which they may transfer substantially all of their assets or otherwise enter into an acquisition or reorganization transaction.

Upon receipt of an original signature copy indicating the RE's consent to the terms of this Agreement, G-W will provide appropriate information to the RE.

7. The Reviewing Entity hereby releases and discharges any and all claims it may have against Seller, G-W arising out of the delivery of the Information to the RE or any inaccuracy of the Information. Further, the RE and its Transaction Broker hereby agree to indemnify and hold Seller and G-W harmless from any and all claims arising out of the delivery to RE of the Information.

The RE agrees that if it, its agent, Transaction Broker, representatives, or employees commits a breach of any of the provisions of this Agreement, Seller shall have the right and remedy to institute proceedings to obtain immediate injunctive relief for any breach or threatened breach hereof, it being hereby acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to Seller, its agent and its affiliates and that money damages will not provide an adequate remedy to Seller and its affiliates. This stipulation with respect to damages incurred by Seller upon a breach of this Agreement by the RE shall be limited to use in an action for injunctive relief. Further, nothing herein shall be construed to limit any other remedy available to Seller, or G-W.



If in agreement with the foregoing, please fax or email one signed copy of this agreement to Gibbons-White, Inc., Attention: **Lynda Gibbons**, 303-449-4009 or Lynda@gibbonswhite.com. You will be contacted upon receipt, and supplied with the Informational Materials.

Reviewing Entity:
Accepted and Agreed to this ____ day of _____ 2012.

_____ (Signature)

Name: _____

E-mail: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

Reviewing Entity's Agent:
Accepted and Agreed to this ____ day of _____ 2012.

_____ (Signature)

Name: _____



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