

Date:

## CONFIDENTIALITY and NONDISCLOSURE AGREEMENT

To Freeman Myre Inc. and Owner of Record ("Discloser"),

The undersigned prospective purchaser (the "Recipient") acknowledges that Discloser will be providing Recipient with copies of, and access to, confidential, proprietary, or trade secret information and materials relating to certain property located at 6205 and 6235 Lookout Road, Boulder, Colorado 80301 (the "Property"). Such information and materials, in whatever form, tangible or intangible, whether disclosed or provided to Recipient before or after the execution of this Confidentiality and Non-Disclosure Agreement (this "Agreement") is collectively referred to as the "Information". Recipient agrees that it shall (i) not disclose the fact that the Information has been provided; (ii) hold the Information in trust and confidence; (iii) use the Information only for the purposes of the transaction with Discloser (and not for the benefit of any third party or in any way detrimental to Discloser); (iv) not reproduce such Information (except, however, Recipient may make notes, which shall be deemed to become part of the Information); (v) neither contact nor have discussions with any tenant or tenants that occupy or lease space in the Property, and (vi) not disclose, deliver, lecture upon, publish, provide, disseminate or otherwise make available to any third party, directly or indirectly, any of the Information. Recipient may disclose the Information only to recipient's employees and agents who have a legitimate need to know such Information for purposes of the potential transaction between Discloser and Recipient, and who are each obligated by a written agreement to comply with confidentiality provisions no less restrictive than those set forth in this Agreement. Recipient shall be liable for any breach of this Agreement by its employees and agents. Recipient shall not decompile, disassemble or otherwise reverse engineer any of the Information. If any governmental authority requests or requires Recipient to disclose any of the Information, the Recipient shall provide the Discloser with prompt notice thereof. If the Discloser does not obtain relief from such request after a reasonable period, then the Recipient may disclose that portion of the Information which its counsel advises that Recipient is legally compelled to disclose to such authority. Recipient agrees that neither Discloser nor its representatives shall have any liability to the Recipient or any of its representatives resulting from any use of the Information or any inaccuracies or errors therein or omissions therefrom. No warranties of any kind, whether express or implied, are given by Discloser with respect to any Information or any use thereof. Recipient does not acquire (by license or otherwise, whether express or implied) any intellectual property rights or other rights under this Agreement or any disclosure hereunder, except the limited right to use such Information in accordance with the express provisions of this Agreement. Upon any termination of the transaction between Discloser and Recipient or at any time upon Discloser's request, Recipient shall promptly either return to Discloser or destroy, at Discloser's option, any and all of the Information. Recipient agrees that during the time that any discussions, negotiations, or agreements regarding any transaction between Discloser and Recipient are ongoing and for two years thereafter, that neither Recipient nor any affiliate, member, agent, director, officer, manager, partner or owner of Recipient shall (for themselves or for any third party) interfere, or attempt to interfere, in any manner, with any relationship between Discloser and any of its employees, agents, suppliers, lenders, clients or customers. If any provision of this Agreement is held to be invalid or unenforceable, then the validity and enforceability of any other provisions of this Agreement shall not in any way be affected thereby. No delay, omission, or waiver on the part of either party to exercise any rights it may have hereunder shall operate as a waiver of any right or remedy. This Agreement is to be governed by the laws of Colorado, without giving effect to any choice of law rules. The parties hereby expressly waive the right to a trial by jury. Recipient's breach or threatened breach of any covenants herein would cause Discloser irreparable harm and significant injury, the amount of which would be extremely difficult to ascertain, thus, making any remedy at law or in damages inadequate. Therefore, Recipient agrees that Discloser shall be entitled, without the necessity of posting of any bond or security, to the issuance of injunctive relief by any court of competent jurisdiction or arbitrator(s) enjoining any breach or threatened breach of such covenants, for specific performance and for any other relief such court deems appropriate. This right shall be in addition to any other remedy available to Discloser at law or in equity. If any legal action is brought relating to this Agreement or the breach hereof in which Discloser prevails, Discloser shall be entitled to the full amount of all its reasonable costs and attorney fees.

IN WITNESS WHEREOF, the Recipient has caused this Agreement to be executed by its duly authorized representative as of the date first written above.

ALL BROKERS MUST HAVE AUTHORIZATION FROM A PRINCIPAL

Recipient: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

AUTHORIZED BROKERAGE FIRM NAME: \_\_\_\_\_

\_\_\_\_\_  
Broker Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker Printed Name