

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement made and entered into as of this ____ day of _____, 2018, by the undersigned in order to induce Owner of the below described property, herein sometimes called “Owner”, and **Maestas & Ward Commercial Real Estate**, Listing Broker of the below described property, herein called “Broker”, to share with the undersigned Confidential Information concerning certain real estate consisting of two fee simple car wash properties, and six stand-alone emission stations and all business income. (the “Property”).

WITNESSETH:

For and in consideration of the foregoing, and in order to induce Owner and Broker to share Confidential Information (*i.e.*, information concerning the lease schedule, operating cost history, business practices, employment levels and strategy, and descriptive information concerning the building and land) concerning the property with the undersigned, the undersigned hereby stipulates, covenants and agrees as follows for the benefit of Owner and Broker together and individually:

1. Except as otherwise set forth herein, the undersigned will not disclose or distribute either orally or in writing, any of the contents of the Confidential Information to any person. The undersigned confirms that all Confidential Information received will be held in strict confidence as required by this Agreement.
2. Undersigned may disclose Confidential Information to any one or more of its representatives (i) who need to know for purposes of making an offer for the Property; (ii) who are informed by the undersigned of the confidential nature of the information, and (iii) who agree to act in accordance with the terms of this Agreement. The words “representatives” shall mean directors, officers, employees, principals, accountants and attorneys.
3. The undersigned will not disclose to any person, either the fact that discussions or negotiations are taking place concerning a possible sale of the Property, or any of the terms, conditions or other facts with respect to any such possible sale, including without limitation, the status thereof. The term “person” as used herein shall be interpreted broadly and shall include, without limitation, any corporation, company, partnership, limited liability company, entity or individual.
4. The undersigned agrees that the undersigned will not contact any tenants of the Property or the Owner’s property management or staff in connection with the review of the Confidential Information.
5. The undersigned will promptly, upon request, return to Owner or Broker all Confidential Information furnished to the undersigned, whether furnished before or after date hereof, without retaining copies thereof. Further, the undersigned will not incorporate any information contained in the Confidential Information into any database or retrieval system, whether electronic, mechanical or otherwise.
6. The undersigned acknowledges that neither Owner or Broker, nor any other person acting on Owner’s behalf, has made any representation or warranty as to the accuracy or completeness of the Confidential Information, or the suitability of the information contained therein for any purpose whatever, and any representation or warranty in connection therewith is hereby expressly excluded. The Confidential Information provided to the undersigned is subject to, among other things, correction of errors and omissions, additions or deletion of terms, and withdrawal upon notice. The undersigned agrees that neither Owner, nor any person acting on Owner’s behalf, shall have any liability to the undersigned resulting from the delivery to, or use by the undersigned of the Confidential Information or otherwise with respect thereto.

7. The Offering Memorandum is a solicitation of interest only and is not an offer to sell the Property. The Owner and Broker expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers to purchase the Property and expressly reserve the right, at their sole discretion, to terminate discussions with any entity at any time with or without notice. The Owner shall have no legal commitment or obligations to any entity reviewing the Offering Memorandum or making an offer to purchase the Property unless and until such offer for the Property is approved by Owner and the signature of Owner is affixed to a Real Estate Purchase Agreement mutually acceptable to Purchaser and Seller.
8. The undersigned agrees to defend, indemnify and hold Owner and Broker and all entities comprising Owner, and any person acting on owner's behalf, harmless from and against all loss, damage, or expense sustained or incurred by reason of any unauthorized distribution or disclosure of the Confidential Information by the undersigned.
9. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.
10. This Agreement shall be binding upon the undersigned, its affiliates and their respective successors, assigns, heirs and personal representatives of the undersigned and shall inure to the benefit of all persons and entities comprising Owner, their successors or assigns.

IN WITNESS WHEREOF, the undersigned has executed this Confidentiality Agreement as of the date and year first above written.

Buyer/Company: _____

By: _____

Printed Name: _____

Title: _____

Brokerage (if applicable): _____

By: _____

Printed Name: _____