

CONFIDENTIALITY AGREEMENT

_____, a prospective purchaser (“Prospective Purchaser”) and _____ their broker (“Prospective Purchaser’s Broker”), propose to inspect the premises located at _____ 4 Banana Lane, Santa Fe, NM 87506 _____ (“Property”) and owned by _____ Syd J Gabriel _____ (“Seller”). In consideration of Prospective Purchaser being provided with certain information regarding the Property and/or being permitted to view the Property and for the Prospective Purchaser’s potential purchase of the Property, the Prospective Purchaser and Prospective Purchaser’s Broker agree to the following provisions:

1. The Prospective Purchaser and Prospective Purchaser’s Broker agree to hold in strict confidence any information concerning the Property, including the identity of the Seller, the potential offering of the Property for sale, the terms, nature and/or any details relating to Property’s viewing and/or any transaction contemplated or transpired as a result thereof (“Seller’s Confidential Information”).

2. Prospective Purchaser and Prospective Purchaser’s Broker agree that they will not disclose the Seller’s Confidential Information to anyone other than their agents and representatives, except as required by applicable law or regulation or in connection with any lawsuit or as otherwise required in connection with Prospective Purchaser’s proposal for the purchase of the Property and/or any transaction resulting therefrom.

3. Notwithstanding the foregoing, information disclosed in accordance with this Agreement shall not be deemed to be Confidential Information, and Prospective Purchaser and Prospective Purchaser’s Broker shall have no obligation to treat such information as confidential, if such information:

- a. was known to the public at the time of its disclosure to Prospective Purchaser and Prospective Purchaser’s Broker; or
- b. becomes known to the public (other than by an act of Prospective Purchaser and Prospective Purchaser’s Broker) subsequent to such disclosure to Prospective Purchaser and Prospective Purchaser’s Broker.

4. The Prospective Purchaser and Prospective Purchaser’s Broker agree that the Confidential Information will only be disclosed to Prospective Purchaser and Prospective Purchaser’s Broker once both the Prospective Purchaser and Prospective Purchaser’s Broker have duly executed this Agreement and are thereafter bound by its terms.

5. Each of Prospective Purchaser and Prospective Purchaser’s Broker shall be individually (not jointly and severally) liable for the obligations set forth in this Agreement.

6. In the event of a violation of this Agreement, the Property owner may take action to enforce the Agreement, including seeking both injunctive relief and/or monetary damages as appropriate.

7. This Agreement may be executed in counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Execution and delivery of any counterpart of this Agreement by fax, electronic mail or other form of electronic transmission shall be effective as delivery of an original.

PROSPECTIVE PURCHASER

By: _____

Name:

Title:

Date: _____

[Broker]

By: _____

Name:

Title:

Date: _____