

## **CONFIDENTIALITY AGREEMENT**

## ADDRESS: Victorian Peaks - 11020 S. Pikes Peak Drive, Parker, CO 80134

Trevey Commercial Real Estate ("Trevey") has been retained on an exclusive basis by Jeff and Staci Rubie Revocable Trust (the "Owner") with respect to the sale of **11020 S. Pikes Peak Drive, Parker, Colorado** (the "Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Trevey. All fees due Trevey in connection with the sale of the Property shall be paid by the Owner.

Trevey has available for review certain information concerning the Property which includes offering memoranda and other materials (collectively "Informational Materials"). Trevey will not disclose such Informational Materials to any potential purchaser unless and until the potential purchaser, or its authorized representative, has executed this Agreement. Upon Trevey's receipt of this executed Agreement, Trevey is prepared to provide the Informational Materials for the potential purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions:

- 1. All Informational Materials pertaining to the Property which may be furnished to the potential purchaser by Trevey shall continue to be the property of the Owner and Trevey. The Informational Materials will be used solely for the purpose of the potential purchaser's review and evaluation of the potential purchase of the Property and may not be copied or duplicated without Trevey's written consent and must be returned to Trevey immediately upon Trevey 's request, or as soon as Owner terminates negotiations with the potential purchaser.
- 2. The Informational Materials may be disclosed to the potential purchaser's partners, employees, legal counsel, accountants and institutional lenders ("Related Parties"), solely for the purpose of evaluating the potential purchase of the Property. Such Related Parties shall be informed by the potential purchaser of the confidential nature of the Informational Materials and shall be directed to treat the Informational Materials with strict confidence subject to and in accordance with this Agreement prior to receiving the Informational Materials.
- 3. The potential purchaser understands and acknowledges that Trevey and the Owner do not make any representations or warranties as to the accuracy or completeness of the Informational Materials. The potential purchaser hereby acknowledges that it is responsible for making its own projections and conclusions without reliance upon the Informational Materials.
- 4. The potential purchaser hereby indemnifies and holds harmless Trevey and the Owner and their respective affiliates, 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 this Agreement. In addition, the potential purchaser indemnifies and holds harmless Trevey and the Owner, and their respective affiliates, successors and assigns against and from any loss, liability, cost or expense (including attorney's fees) in any way arising from or by any broker, finder or similar agent (other than Trevey) claiming to represent the potential purchaser for commissions, fees and other compensation relating to the proposed or actual transaction involving the Property and potential purchaser, its affiliates, successors, assignees or nominees.
- 5. The potential purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof,



lack of satisfactory credit references, or for any other reason whatsoever, in Owner's sole discretion, without notice. The potential purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion, or national origin. The potential purchaser acknowledges that Trevey, in its capacity as exclusive agent for Owner, has no power or authority in any way to bind the Owner with respect to a transaction involving the Property and that only Owner can contract with the potential purchaser, its affiliates, successors, assignees or nominees.

- 6. Potential purchaser agrees that it and its representatives will not, without obtaining the prior written consent of Trevey, directly or indirectly contact or participate in discussions with any person who is a party of the Proposed Transaction. Potential purchaser nor its representatives will contact the tenants of the Property in connection with your review of the Informational Materials. Any and all questions related to the evaluation of the Informational Materials must be directed solely to Trevey, unless otherwise advised by Trevey.
- 7. In the event that you are requested or required by a tribunal or governmental authority (by oral questions, interrogatories, requests for information or documents, subpoenas, summonses, civil investigative demand or similar process) to disclose any Informational Materials, it is agreed that you will provide Broker with prompt notice of such request(s) prior to disclosure, and you may disclose such information to such tribunal or governmental authority.

If as a potential purchaser you are in agreement with the foregoing, please return one signed copy of this Agreement to:

Trevey Commercial Real Estate
Attn: Dustyn Connelley
10510 Dransfeldt Road, Suite 100, Parker, CO 80134
Phone: 303-841-1400 ● email: dusty@trevey.com

ACCEPTED AND ACREED TO.

ACCEPTED AND AGREED TO:		
This day of	_ 2025	
(Signature):		Email:
By (print):		Phone:
Company:		Address: