

tel 505.884.3578 fax 505.884.6793 www.PetersonProperties.net

2325 San Pedro Dr. NE, Suite 2A Albuquerque, NM 87110

805 N White Sands Blvd, Alamogordo, NM 88310 CONFIDENTIALITY AGREEMENT

Phone:

Fax:

Email:

We understand that your organization

(the "**Company**") is interested in pursuing the acquisition of the above referenced property (the "**Acquisition**") involving **Peterson Inv** - **Alamogordo, LLC a New Mexico limited liability company** (the "**Owner**'). To assist you in your evaluation of a potential acquisition of that certain property currently managed or controlled by Owner, we will provide you with certain information concerning the acquisition. As a condition to furnishing you with such information, Company agrees to treat confidentially such information and any other information (collectively the "**Evaluation Material**") which Owner, its affiliates, partners, lenders, employees, agents, attorneys, accountants, advisors or references (collectively the "**Representatives**") furnish to your Company. The term Evaluation Material will also include any analysis, compilations, studies or other documents prepared by Company or Company's Representatives containing, or based in whole or in part on, any information furnished by Owner.

Company agrees that the Evaluation Material will be kept confidential by it and its Representatives and shall not, except as hereinafter provided, without the prior written consent of Owner, be disclosed by it or its Representatives other than for the purpose of evaluating the Acquisition. Moreover, Company further agrees to transmit Evaluation Material only to those of its Representatives who need such information for the purpose of evaluating the Acquisition and who shall (i) be advised by Company of this letter agreement (the "**Agreement**") and (ii) agree with Company to be bound by the provisions hereof. Company shall be responsible for any breach of this Agreement by its Representatives.

In the event that the acquisition is not consummated after Company has been furnished with Evaluation Material, Company will promptly deliver to Owner the Evaluation Material and all copies thereof, except for the portion of compilations, studies or other documents prepared by Company or its Representatives, without retaining any copy thereof. That portion of the Evaluation Material which consists of analysis, compilations, studies or other documents prepared by Company or its Representatives will be held by it and kept confidential and subject to the terms of this agreement, or destroyed at the request of Owner.

The term Evaluation Material does not include information which (i) becomes generally available to the public other than as a result of disclosure by Company or its Representatives, (ii) was available to Company on a non-confidential basis prior to its disclosure to Company by Owner or its Representatives, or (iii) becomes available to Company on a non-confidential basis from a source other than Owner or its Representatives; provided, however, that such source is not bound by a confidentiality agreement with Owner or its Representative.

Although Company understands that Owner has endeavored to include in the Evaluation Material information known to it which it believes to be relevant for the purposes of Company's investigation, Company further understands that except as may otherwise be agreed in writing, Owner does not make any representation or warranty as to the accuracy or completeness of the Evaluation Material. Company agrees that neither Owner nor its Representatives shall have any liability to Company or any of its Representatives under this Agreement for any cause whatsoever.

This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico, may not be changed, waived or terminated orally and shall be binding upon the parties and their successors or assigns The Company confirms the understanding that any agreements between the Company and Owner concerning the Acquisition will exist only when such agreement is in writing and duly executed by the parties thereto.

Peterson Properties, LLC shall not be obligated to provide any marketing materials or other information to any cooperating broker representing a prospective purchaser unless such cooperating broker (i) represents the prospective purchaser pursuant to a written agreement, a copy of which is furnished to Peterson Properties, LLC, and (ii) executes and delivers to Peterson Properties, LLC this a confidentiality agreement.

AGREED TO AND ACCEPTED BY: (Please Print Clearly)

| COMPANY: Address: City, ST and Zip: Phone: | |
|---|---|
| Fax: | |
| Email: | Please provide to receive important updates about this offering |
| By: Title: Date: | |
| Signature: | |
| Buyer's Broker o | f Records (If applicable) |
| BROKER: | |
| Signed: Address: | |