

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is intended to acknowledge the mutual agreement between Close~Converse Commercial Properties ("The Broker") and the undersigned ("The Recipient") in connection with the Broker providing, and the Recipient receiving, information pertaining to the Company designated below ("The Company").

- 1) "Information" means all oral or written data, reports, records or materials ("Information") obtained from the Broker or the Company. The Recipient acknowledges that the Information is highly confidential and proprietary to the Company.
- 2) The Recipient agrees to not contact the Company or other parties doing business with the Company, including, but not limited to, their lenders, customers, vendors, and employees, to discuss a possible acquisition or lease of the Company's assets, except with prior written consent of the Broker.
- 3) Information is being furnished to the Recipient solely to facilitate the Recipient's evaluation of the Company regarding the possible acquisition of the Company or its assets. The Recipient agrees to not disclose the Information provided, now or in the future, to any other party, except the Recipient's accountants, attorneys, or advisors whose knowledge of the Information is required for the Recipient to evaluate the Company as a potential acquisition and who shall assume the same obligations as the Recipient under this agreement.
- 4) All Information shall be promptly returned, destroyed, or electronically deleted as directed by the Broker or the Company.
- 5) While the Information provided has been obtained from sources deemed reliable, it is subject to change, error, or withdrawal without notice. The Broker and the Company expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Information or for omissions from it.
- 6) The Recipient represents that is has sufficient financial resources to complete the transaction for the asking price and terms presented.
- 7) It is understood that the Broker represents the Company unless otherwise stated in a written agreement and that the Recipient acknowledges the responsibility to perform a due diligence review at its own expense prior to any acquisition.
- 8) A facsimile or electronic transmission of this document is considered legal and binding.

Company and/or File Number: Brainerd Zip Line Tour

RECIPIENT:

Printed Name

Street

Signature

City

State

Zip

Date

Phone

Email