

REGISTRATION, CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Accepting Party named below shall keep the Potential Transaction absolutely confidential. The Accepting Party is interested in obtaining information regarding Grey Hackle Cabins located at 1441 E. Christopher Creek Loop, Payson, AZ 85541 (“Property”), to evaluate the possible acquisition (“Proposed Transaction”) of the Property by Accepting Party from the Owner. Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Stewart Larsen (The Larsen Company, 480.861.2530, slarsen@thelarsencompany.com), and John Payne (United Country Real Estate – Arizona Property & Auction, 480.422.6800, john@UnitedCountryAZ.com), the Owner's Brokers. By accepting this Agreement and the Evaluation Materials (as hereinafter defined), Accepting Party hereby agrees as follows:

1. **Confidentiality.** All information and documents regarding the Property (collectively, “Evaluation Materials”) provided to Accepting Party by Owner, Owner's Brokers and/or any of their respective consultants, agents or employees (collectively, “Owner’s Parties”) will be used solely for the purpose of evaluating the possible acquisition of the Property by Accepting Party, and will not be used or duplicated for any other purpose. Accepting Party shall keep all Evaluation Materials strictly confidential; provided, however, that such Evaluation Materials may be delivered to such persons or entities who because of their involvement with the Proposed Transaction need to know such information for the purpose of giving advice with respect to, or consummating, the Proposed Transaction (collectively, “Related Parties”); further provided, however, that any such Related Parties shall be informed by Accepting Party of the confidential nature of such information and shall be directed by Potential Purchaser (and Potential Purchaser shall cause such Related Parties) to keep all such information in the strictest confidence and to use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement. In any event, the Accepting Party will be responsible for such Related Parties complying with the confidentiality provisions hereof. Accepting Party will not communicate with employees, tenants, or occupants of the Property without the prior written consent of the Owner or Owner's Brokers. This Agreement shall terminate one (1) year from the date hereof.
2. **Indemnification.** Accepting Party hereby agrees to indemnify and hold harmless Owner and Owner's Brokers against any and all costs, losses, liabilities or expenses, including reasonable attorney’s fees, arising from a breach of this Agreement.
3. **Non-Disclosure.** Accepting Party shall not (i) disclose the fact that discussions or negotiations are taking place concerning the Proposed Transaction; or (ii) conduct any discussions, negotiations or make any inquiries concerning the Proposed Transaction with



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GREY HACKLE CABINS
1441 E. Christopher Creek Loop
Payson, AZ 85541

any other person or entity (including Property tenants) except for Owner and Owner's Brokers, except as may be expressly permitted elsewhere in this Agreement and in such case, only in strict accordance with the provisions hereof. In the event that Accepting Party or a Related Party becomes legally compelled to disclose all or any part of the Evaluation Materials, Accepting Party will provide Owner and Owner's Representative with prompt written notice so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Accepting Party acknowledges that damages may be inadequate to protect against breach of these provisions and therefore agrees in advance to the granting of injunctive relief as described above in Owner's favor without proof of actual damages in addition to any other remedies available at law or in equity. In the event that such protective order or other remedy is not obtained, or that Owner waives compliance with the provisions of this Agreement, Accepting Party will furnish only that portion of the Evaluation Materials that is legally required and will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Evaluation Materials. Accepting Party shall reimburse Owner's Parties for all costs and expenses, including reasonable attorneys' fees, incurred by Owner's Parties in successfully enforcing Accepting Party's obligations under this Agreement.

ACCEPTING PARTY

Name: _____

Company: _____

Phone: _____ Email: _____

Signature: _____

Date of Signature: _____