



CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by Koppelmann Real Estate ("Broker"), exclusive listing broker for the Property/Business, and _____ ("Purchaser"), and Anchor Bay Resort LLC ("Seller") regarding the property/business known as Dave's Last Resort ("Property/Business"). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the term of the Broker's listing agreement with Seller.

PURCHASER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property/Business. The Seller of the Property/Business has instructed Broker to deliver information concerning the Property/Business, much of which is highly confidential, only to those potential Purchasers who sign this Agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, release, disseminate, or transfer any information obtained hereunder ("Information") to any other person or entity other than Buyer's legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Purchaser to evaluate the Property/Business.
2. If Purchaser is a corporation, partnership, limited liability company, or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have a need to know of the Information and who are specifically aware of this Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser understands that all Information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Seller and Broker.
4. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property/Business, and it shall not at any time or in any manner be used for any other purpose.
5. Purchaser shall not contact directly any persons concerning the Property/Business other than Broker without Broker or Seller's written permission. Such persons include, without limitation, Seller's employees, suppliers, customers and tenants.
6. Purchaser acknowledges that he/she is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property/Business. Purchaser acknowledges that he/she is not working with any other broker or agent other than the Broker named below in connection with the Property.
7. Based solely on Information provided by Seller, Broker may prepare a summary description of the Property/Business that may include a cash flow projection, an adjusted income statement, or a seller discretionary earnings statement. Purchaser understands that the Broker does not audit, verify or warrant any such performance. Purchaser is solely responsible to examine and investigate the Property/Business, its assets, liabilities, financial statements, tax returns, and any other facts that might influence Purchaser's decision to purchase or the price Purchaser is willing to pay. Any decision by Purchaser to purchase the Property/Business shall be based solely on Purchaser's own investigation and that of Purchaser's legal, tax and other advisors. Purchaser hereby expressly releases, discharges, indemnifies and holds harmless Broker from any and all claims or actions arising from Purchaser's purchase, or pursuit of purchase of the

Property/Business including, without limitation, reasonable attorney's fees and other expenses incurred by Broker. Broker urges Purchaser to obtain independent legal and tax counsel.

8. FURTHER TERMS: Neither Purchaser nor Purchaser's agents will contact Seller's employees, customers, landlords or suppliers without Seller's consent. Now or in the future, Purchaser shall not directly or indirectly solicit for employment and employees of Seller. Broker may act as a dual agent representing both Purchaser and Seller. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under and governed by the laws of the State of Indiana. If Purchaser is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Purchaser and warrants that he/she is duly authorized to do so. Buyer acknowledges receipt of a fully completed copy of this Agreement.

PURCHASER:

PURCHASER'S BROKER:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone #: _____

Telephone #: _____

Fax: _____

Fax: _____

Date: _____

Date: _____