

COMMERCIAL REAL ESTATE CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

**CHRISTOPHER CREEK LODGE
1355 E Christopher Creek Loop, Christopher Creek, Arizona 85541**

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by and between the undersigned prospective purchaser ("Recipient") and the owner of Christopher Creek Lodge ("Seller"), through Seller's authorized real estate representatives, in connection with Recipient's evaluation of a potential acquisition of the property located at 1355 E Christopher Creek Loop, Christopher Creek, Arizona 85541 (the "Property").

1. Purpose

Recipient has expressed an interest in evaluating the potential purchase of the Property. Seller and/or Seller's authorized real estate representatives may provide Recipient with confidential and proprietary information relating to the Property and Seller. Recipient agrees to use all Confidential Information solely to evaluate, negotiate, finance, and potentially complete an acquisition of the Property.

2. Confidential Information

"Confidential Information" includes, without limitation: financial statements; profit and loss statements; operating statements; rent rolls; leases; rental information; income and expense information; operating costs; historical financial performance; non-public Seller and ownership information; business records, reports, projections, and documents supplied by Seller or Seller's representatives; analyses or summaries containing or reflecting such information; and other non-public information provided in connection with Recipient's evaluation of the Property.

Confidential Information does not include information that (a) becomes publicly available through no breach of this Agreement, (b) was lawfully known to Recipient before disclosure, or (c) is lawfully obtained from an independent third party not subject to a confidentiality obligation.

3. Confidentiality and Non-Disclosure

Recipient shall maintain Confidential Information in strict confidence and shall not disclose, distribute, reproduce, publish, or otherwise make it available to any third party except as expressly permitted below. Recipient may disclose Confidential Information only to attorneys, accountants, lenders, financial advisors, and other professional representatives who reasonably require the information to evaluate or finance the potential acquisition, provided they are informed of its confidential nature and directed to maintain its confidentiality. Recipient is responsible for unauthorized disclosure by persons to whom Recipient provides Confidential Information. Recipient's real estate agent or broker who receives Confidential Information on Recipient's behalf shall likewise maintain such information in confidence and use it only in connection with Recipient's evaluation of the Property.

4. No Other Use

Recipient shall not use Confidential Information for competitive purposes, solicitation, publication, marketing, or any purpose unrelated to evaluating and potentially completing the acquisition of the Property.

5. Communications

All inquiries, requests for additional information, and communications concerning the Property or the Confidential Information shall be directed through the authorized listing agents identified below. Recipient and Recipient's representatives shall not use Confidential Information to circumvent Seller's authorized real estate representatives or to contact Seller for the purpose of obtaining or discussing Confidential Information outside of the authorized listing process.

6. Accuracy; Independent Investigation

Recipient acknowledges that Confidential Information may have been obtained from Seller or other sources believed to be reliable. Neither Seller nor Seller's real estate representatives make any representation or warranty, express or implied, regarding its accuracy or completeness except as may be expressly provided in a subsequently executed purchase agreement. Recipient is responsible for conducting its own independent investigation, due diligence, and verification.

7. No Obligation to Proceed

Disclosure of Confidential Information does not constitute an offer to sell the Property and does not obligate Seller to accept an offer, continue negotiations, or enter into a transaction. Seller may reject any proposal or terminate discussions at any time before execution of a binding purchase agreement.

8. Return or Destruction

If Recipient elects not to proceed, or upon written request from Seller or Seller's authorized representatives, Recipient shall promptly return or destroy Confidential Information in Recipient's possession, except copies required by law or retained through ordinary electronic backup systems. Any retained Confidential Information remains subject to this Agreement.

9. Term

Recipient's confidentiality obligations begin upon execution of this Agreement and remain in effect until the closing of Recipient's acquisition of the Property. If Recipient does not acquire the Property, the confidentiality obligations shall continue unless and until Seller or Seller's authorized representative releases Recipient from those obligations in writing.

10. Remedies

Recipient acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm. Seller may pursue remedies available at law or in equity for breach of this Agreement, including appropriate injunctive relief.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

12. Entire Agreement; Electronic Signatures

This Agreement constitutes the entire agreement concerning confidentiality of the information described herein and supersedes prior oral or written discussions concerning confidentiality. Amendments must be in writing and signed by the parties. Electronic signatures and counterparts may be treated as originals to the extent permitted by applicable law.

AUTHORIZED LISTING BROKERAGE & AGENTS

Berkshire Hathaway HomeServices Advantage Realty - PAYSON

Jeni Randall
928-978-2428
jenirandall71@gmail.com

Tori Martinez
928-978-2469
Tori.Martinez@rimhomes.com

RECIPIENT ACKNOWLEDGMENT AND ACCEPTANCE

By signing below, Recipient acknowledges that Recipient has read, understands, and agrees to the terms of this Agreement.

Prospective Purchaser / Recipient: _____

Company / Entity: _____

Email: _____

Phone: _____

Signature: _____

Date: _____

BUYER'S REAL ESTATE AGENT ACKNOWLEDGMENT

The undersigned Buyer's Agent acknowledges receipt of Confidential Information in connection with Recipient's evaluation of the Property and agrees to maintain such information in confidence and use it only for purposes related to Recipient's evaluation and potential acquisition of the Property.

Buying Agent Name _____
Buying Agent Brokerage _____
Buying Agent Phone _____
Buying Agent Address _____

Buyer's Agent Signature: _____
Date: _____

SELLER / AUTHORIZED REPRESENTATIVE

Seller/Owner of Christopher Creek Lodge

Authorized Representative: _____
Signature: _____
Date: _____

Prepared for use in connection with the marketing of Christopher Creek Lodge. This form is not a substitute for advice from an Arizona attorney or brokerage counsel.