

Confidentiality Agreement

Sealed Bid Sale #26-60

**Sandy Pines Campground,
277 Mills Rd., Kennebunkport, Maine**

Please fully complete and sign the attached confidentiality agreement (“CA”) and return via email to:

Beth Keenan at beth@keenanauction.com

or

Sherri Hughes at sherri@keenanauction.com

Upon receipt of your fully completed CA during normal business hours, M-F 8:00 AM – 5:00 PM, you will be emailed a link to the Online Data Room. There you will be able to view extensive financial information, appraisals, and hundreds of pages of important documents pertaining to the Sandy Pines Campground.

You may also view sale information at Keenanauction.com

CONFIDENTIALITY AGREEMENT
RE: SANDY PINES CAMPGROUND
277 Mills Road, Kennebunkport, Maine 04046 ("Property")

Hunneman, Keenan Auction Company and CBRE as "Exclusive Agent" has been authorized by the Owner with respect to the offering for sale of the above referenced property, (hereinafter, the "Property"). The owner of the Property (the "Owner") has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to the Exclusive Agent.

The Exclusive Agent has available for review certain information concerning the Property which includes brochures and other materials (collectively "Informational Materials"). The Exclusive Agent will not disclose such Informational Materials to Potential Purchaser unless and until the Purchaser has executed this agreement. Upon receipt by Agent of this executed agreement, the Exclusive Agent is prepared to provide the Informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions:

All Informational Materials pertaining to the Property which may be furnished to the Potential Purchaser by the Exclusive Agent shall continue to be the property of the Owner. The Informational Materials will be used solely for the purpose of the Potential Purchaser and may not be copied or duplicated without the Owner's written consent.

The Informational Materials may be disclosed to the Potential Purchaser's partners, employees, legal counsel, and institutional lenders ("Related Parties"), solely for the purpose of evaluating the potential purchase of the Property.

The Potential Purchaser understands and acknowledges that the Exclusive Agent and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to the Exclusive Agent by others and has not been independently verified by the Exclusive Agent and is not guaranteed as to completeness or accuracy.

The Potential Purchaser hereby indemnifies and holds harmless the Exclusive Agent and the Owner and their respective affiliates and successors and assigns against and from any loss, liability, or expense, including attorney's fees, arising out of any breach of any of the terms of this agreement.

The Potential Purchaser acknowledges that the Property is being offered to the Potential Purchaser only as a Principal and the Potential Purchaser will not pay or receive any brokerage commission from any party in connection with this transaction.

The Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Potential Purchaser, or for any other reason whatsoever, without notice and without regard to race, creed, sex, religion or national origin. This agreement terminates one (1) year from the date hereof except as to written claims by Owner against Potential Purchaser prior thereto.

If in agreement with the foregoing, please kindly execute below.

POTENTIAL PURCHASER: ACCEPTED AND AGREED TO
Potential Purchaser
Date: _____

SIGNATURE: _____

Print Name: _____

Company: _____

Address: _____

City, State, Zip Code: _____

Phone: _____

Email: _____

