

NON-DISCLOSURE AGREEMENT

Commercial Real Estate and Business Sale

This Non-Disclosure Agreement (“Agreement”) is entered into as of _____ (“Effective Date”), by and between DENALI LAND GROUP LIMITED (“Disclosing Party”), and _____ (“Receiving Party”).

This Agreement is made in connection with the Receiving Party’s interest in evaluating a potential purchase, lease, financing, or other business transaction involving the real property commonly known as **3042 S Big lake Rd Big Lake, AK 99652**, together with the operating business currently known as **Leasing Facility** (collectively, the “Transaction”).

1. Definition of Confidential Information

For purposes of this Agreement, “Confidential Information” means any and all non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party, whether in oral, written, electronic, visual, or other form, relating to the Property, the Business, or the Transaction. Confidential Information includes, without limitation, financial records, sales data, tax information, operational records, business plans, customer and vendor information, inventory, pricing, marketing materials, trade secrets, employee information, lease terms, security procedures, licensing materials, and any analyses, notes, or summaries derived from such information. Confidential Information does not include information that becomes publicly available through no breach of this Agreement by the Receiving Party, is rightfully received by the Receiving Party from a third party without a duty of confidentiality, or is independently developed by the Receiving Party without reference to or use of the Confidential Information.

2. Confidentiality Obligations and Restricted Access

The Receiving Party agrees that all Confidential Information shall be used solely for the purpose of evaluating the Transaction and for no other purpose. The Receiving Party shall hold all Confidential Information in strict confidence and shall not disclose, distribute, copy, transmit, or make available any Confidential Information to any person or entity without the prior written consent of the Disclosing Party, except as expressly permitted herein.

Access to and knowledge of the Confidential Information is strictly limited to the individuals and entities expressly identified in this Agreement, and no other person or party shall be permitted to receive, review, or be informed of such information without the prior written consent of the Disclosing Party.

The Receiving Party may disclose Confidential Information only to those professional advisors who have a legitimate need to know for purposes of evaluating the Transaction, including attorneys, accountants, financial advisors, and lenders, provided that such advisors are informed of the confidential nature of the information and agree to be bound by confidentiality obligations at least as restrictive as those set forth in this Agreement.

3. Listing Broker Representation and Limited Role

For purposes of this Agreement, the Disclosing Party is acting through its authorized listing representatives, **Jaclyn Hernandez and Anita Raubeson of Keller Williams Realty of Wasilla**

Initials _____ / _____ / _____

(collectively, the “Listing Brokers”), who are working on behalf of the sellers to market and sell the building and land at **3042 S Big lake Rd Big Lake, AK 99652** commonly known as (the “Property”). The Listing Brokers are acting solely as a liaison and point of contact with respect to the sale of the Property. The Listing Brokers do not represent, warrant, or guarantee any aspect of the operating business known as Denali Land Group Limited and are not acting as agents, brokers, or representatives in connection with the sale, valuation, operation, or transfer of the business itself. All information relating to the business is provided directly by the seller, and the Listing Brokers shall have no responsibility or liability for the accuracy, completeness, legality, or completeness of such information.

4. Non-Circumvention and No Contact

The Receiving Party agrees not to directly or indirectly contact the Business’s employees, contractors, vendors, customers, landlords, licensors, or any related parties regarding the Property or Business without the prior written consent of the Disclosing Party. The Receiving Party further agrees not to bypass, circumvent, or interfere with the Listing Brokers or the Disclosing Party in any discussions, negotiations, or transactions related to the Property or Business.

5. Non-Reliance and No Liability

The Receiving Party acknowledges and agrees that neither the Disclosing Party nor the Listing Brokers have made, and will not be deemed to have made, any representation or warranty, express or implied, as to the accuracy, completeness, or reliability of the Confidential Information. The Receiving Party further agrees that it is not relying on any statements, projections, or information provided by the Listing Brokers or the Disclosing Party in deciding whether to proceed with the Transaction, and that it shall conduct its own independent investigation and due diligence. The Listing Brokers shall not be liable for any errors, omissions, or misstatements in the Confidential Information, and the Receiving Party waives any claim against them arising from its use or reliance on such information.

6. No Warranty

All Confidential Information is provided “as is,” without representation or warranty of any kind, express or implied.

7. Term and Return of Materials

This Agreement shall remain in effect for a period of **three (3) years** from the Effective Date, unless earlier terminated in writing by the Disclosing Party. Upon written request, the Receiving Party shall promptly return or destroy all Confidential Information and certify such destruction in writing.

8. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential Information will cause irreparable harm and that the Disclosing Party shall be entitled to injunctive relief, specific performance, and any other remedies available at law or in equity, without the necessity of posting bond.

Initials _____ / _____ / _____

9. Governing Law

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

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or understandings. It may be amended only by a written instrument signed by both parties. If any provision is found unenforceable, the remainder shall remain in full force and effect.

SIGNATURES

RECEIVING PARTY

Signature: _____
Printed Name: _____
Entity (if applicable): _____
Date: _____

RECEIVING PARTY

Signature: _____
Printed Name: _____
Entity (if applicable): _____
Date: _____

DISCLOSING PARTY

Signature: _____
Signature: _____
Signature: _____
Title/Entity: _____
Date: _____

Initials ____ / ____ / ____