



CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

The Accepting Party, as defined below, is interested in obtaining information from D3D SARV1 LLC and its members, managers, consultants, agents, and employees, (each an "Owner", and collectively, the "Owners"), 721 4th Street, Floresville, TX 78114 (Vista RV Park) and 114 FM 1107, Stockdale, TX 78160 (Quail Ridge RV Park) (the "Properties") in order to evaluate the possible acquisition of the Properties or any interest therein (the "Proposed Transaction"). The Owners will not deliver to Accepting Party any information with respect to the Properties which may be confidential and/or proprietary in nature unless and until Accepting Party executes and delivers this Confidentiality and Non-Circumvention Agreement (the "Agreement"). By executing and delivering this Agreement and accepting the Evaluation Materials, as defined below, Accepting Party hereby agrees as follows:

1. **Confidentiality.** Any information with respect to the Proposed Transaction (collectively, the "Evaluation Materials") provided to Accepting Party by Owners will be used solely for the purpose of evaluating the Proposed Transaction and will not be used or duplicated for any other purpose. This Agreement shall bind Accepting Party and its shareholders, members, managers, officers, directors, principals, independent contractors, employees, employers, partners, and affiliates (individually and collectively the "Accepting Party"). Accepting Party shall keep all Evaluation Materials strictly confidential and shall use such information only in connection with the Proposed Transaction and in accordance with the terms of this Agreement. Under no circumstance shall Accepting Party use the Evaluation Materials to the detriment of the Owners. The unauthorized release of this information could cause harm to Owners. If any party believes that the unauthorized disclosure of any or all of the Evaluation Materials is likely to occur, Accepting Party shall take all reasonable measures, and shall support any reasonable measures by Owners, to prevent such disclosure.
2. **Return of Evaluation Materials.** If, at any time, Accepting Party elects not to proceed with the Proposed Transaction or, upon request of Owners, Accepting Party will promptly deliver to Owners all Evaluation Materials received by Accepting Party, whether received before or after the date of this Agreement, retaining only a copy of the Evaluation Materials pursuant to Accepting Party's document retention policy.
3. **No Disclosure.** Accepting Party shall not disclose (i) the fact that discussions are taking place concerning the Proposed Transaction; or (ii) any of the terms of the Evaluation Materials to any third party, unless said third party enters into a confidentiality agreement concerning the Proposed Transaction on terms substantially similar to the terms of this Agreement.
4. **No Obligation.** Owners are under no legal obligation by virtue of this Agreement to either discuss the Proposed Transaction, deliver further Evaluation Materials, or complete the Proposed Transaction.
5. **Remedies.** If an unauthorized disclosure of any or all of the Evaluation Materials has occurred, Accepting Party shall not interfere with any effort by Owners to pursue remedies available for the unauthorized disclosure. Accepting Party hereby agrees to indemnify and hold harmless Owners against any and all costs, loss, liability or expense, including attorney's fees, arising from any breach of Accepting Party's obligations under this Agreement.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____ 2024

ACCEPTING PARTY:

Signature: _____	Address: _____
Name/Title: _____	Phone: _____
Company: _____	Email: _____