

THE CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by Kidder Mathews ("Broker"), for the Property, and _____ ("Purchaser") regarding the property known as Sea Ranch RV Resort 415 Fir Street, Cannon Beach, OR 97110 ("Property"). The obligation of confidentiality undertaken pursuant to this Agreement shall survive expiration of any marketing agreement with the owner of record ("Owner").

PURCHASER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the property has authorized Broker to deliver information concerning the Property, 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.
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 need to know of the information, and who are specifically aware of the 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 Owner and Broker.
4. All information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time, or in any manner, be used for any other purpose.
5. If, upon review of this Information, Purchaser no longer has any further interest in the subject property or does not wish to pursue negotiations leading to its acquisition, Purchaser agrees to return said Information in its entirety and original form to Kidder Mathews. Photocopying or other duplication is strictly prohibited.
6. Purchaser shall not contact directly any persons concerning the Property, other than Broker, without Broker's or Owner's written permission. Such persons include, without limitation, Owner's employees, suppliers and tenants.
7. Purchaser acknowledges that it is a principal and not an agent on behalf of any

other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients). Purchaser acknowledges that it is not working with any other broker or agent other than the Broker named below in connection with the property.

8. Neither Broker nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Purchaser assumes full and complete responsibility for reconfirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.

9. The Persons signing on behalf of Purchaser and Broker represent that they have the authority to bind the party for whom they sign.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.

PURHCASER:

By: _____

Name: _____

Title: _____

Date: _____

Company: _____

Address: _____

Cell Phone: _____

Email: _____

BROKER: Kidder Mathews

By: _____

Name: Rand Hoffman

Title: First Vice President

Date: _____

Company: Kidder Mathews

Address: 101 SW main Street Suite 1200
Portland, OR 97035