



CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2020 by and among (hereinafter "Potential Buyer") and _____ (hereinafter "Potential Buyer Representative"), Girl Scouts Colorado (hereinafter "Seller"), and Terry C. Matthews, Russell Baker and John Baker of Cushman & Wakefield ("Broker") concerning the potential purchase of a certain real property located at 17900 W. County Road 74E in Red Feather Lakes, Colorado, consisting of approximately 724 acres of land ("Property").

To enable you to evaluate the potential purchase of the Property, you have been and/or will be furnished with confidential information regarding the Property. This letter sets forth your agreement with Seller and Broker regarding the treatment of such confidential information for the purpose of preventing unauthorized disclosure of such information.

For purposes of this letter agreement, "Confidential Information" shall mean any information that is furnished by or on behalf of Seller to you relating to analyses, studies, income and expense reports, or other documents prepared by third parties. However, the term "Confidential Information" does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by you or your Representative, or (b) was available to you or becomes available to you on a non-confidential basis from a person other than Broker or Seller who is not otherwise bound by a confidentiality agreement and is permitted to disclose such information to you.

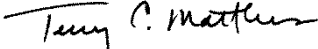
You have agreed as follows:

1. You shall hold and maintain the Confidential Information in strictest confidence, shall not use the Confidential Information for any purpose other than in connection with your analysis and consideration of the Proposed Transaction, and shall not, without the prior written consent of Seller, communicate, disclose or otherwise make available all or any part of the Confidential Information to any third party other than your officers, employees, agents and other representatives who need access to the Confidential Information in connection with your analysis and consideration of the Proposed Transaction ("your Representatives").
2. At the request of Broker or Seller, you will return all Confidential Information, and all copies, reproductions, summaries, analyses or extracts thereof or based thereon or notes relating thereto in your possession or in the possession of any of your Representatives.
3. This letter agreement and your obligations hereunder shall be binding on you, your Representatives and your various officers, employees, agents, assigns and successors and shall inure to the benefit of the assigns and successors of Seller.


Please confirm your agreement on the following page with the foregoing by signing and returning one copy of this letter agreement to the attention of Jennifer Johnson via the Magic Sky Ranch website, by email at jennifer.johnson@cushwake.com, whereupon this letter agreement shall become a binding agreement among you, Broker and Seller.



Broker:


Terry C. Matthews
Senior Vice President


Russell Baker


John Baker

Cushman & Wakefield
1401 Lawrence Street, Suite 1100
Denver, Colorado 80202

Potential Buyer

Signature: _____

Print Name: _____

Company: _____

Address: _____

Email: _____

Phone: _____

Potential Buyer Representative (Please Note: Potential Buyer name is required)

Name: _____

Company: _____

Address: _____

Email: _____

Phone: _____