

**STATEMENT OF LIMITING CONDITIONS REGARDING INFORMATION
CONCERNING THE REAL ESTATE AND PERSONALTY OF EFFIN'S LAST
RESORT LLC, EFFIN'S PUB, LLC AND THE WOODS, LLC and CONFIDENTIALITY
AGREEMENT**

All information, documents, reports and photographs contained herein, and/or otherwise provided by or on behalf of the Receiver, regarding the real estate and personalty of Effin's Last Resort, LLC ("Effin's"), Effin's Pub, LLC ("Pub") and The Woods, LLC ("Woods") (collectively, the "Assets") are provided to all interested parties and all other parties expressly subject to the following limiting conditions:

1. No responsibility is assumed by the Receiver and his legal counsel Wieck DeLuca & Gemma Incorporated, Navigant Credit Union, Peter M. Scotti & Associates, Thalmann Engineering Co., Inc., O'Hearne Associates, Gordon R. Archibald, Inc., Marsh Surveying, Inc., and/or their respective agents, officers, employees and attorneys (collectively "Professionals") for matters factual or legal in nature, nor is any opinion rendered concerning title to the Assets.
2. All information, documents, appraisals, surveys and photographs concerning the Assets are provided to assist interested parties, and no responsibility is assumed by the Receiver and the Professionals for the accuracy or completeness of same. The undersigned hereby waives, releases, and holds harmless each of the Professionals from any and all claims, demands, causes of action arising out of or in any way relating to the undersigned's receipt of and/or reliance upon any of the information contained in any report.
3. No responsibility is assumed by the Receiver and/or the Professionals for hidden or unapparent conditions of the Assets that would render the same more or less valuable, or for other engineering or investigative measures that might be required to discover such factors.
4. The foregoing does not constitute a legal description of the Assets and are provided for informational purposes only.
5. The information provided or contained in the documents provided by or on behalf of the Receiver and the Professionals regarding the Assets were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for the accuracy thereof is assumed by the Receiver and/or the Professionals.
6. The contents of this Bid Package and any other documents or information made available by or on behalf of the Receiver in connection with the Assets, or copies thereof, may not be used for any purpose except in connection with a review of the Assets by a prospective purchaser for potential acquisition.

7. Neither the Receiver nor the Professionals make any representations of any kind, nature, or type whatsoever as to the accuracy of information contained herein or with respect to any other matter related hereto.

8. All information, documents, appraisals, surveys, reports and photographs contained herein (collectively, "Materials") constitute the property of the receivership estate, is confidential and is material to the business interests and affairs of the receivership estate, and that disclosure thereof would be detrimental to such business interests and affairs. Accordingly, the undersigned agrees to undertake all reasonably necessary and appropriate measures to ensure the secrecy and confidentiality of the Materials, and at any time upon the Receiver's request, the undersigned will return all copies of the Materials to the Receiver or, if so requested by the Receiver, will cause the same to be destroyed. The undersigned, or any person who may obtain access to the Materials through the undersigned, will not disclose or disseminate the Materials, or any of the contents thereof, to any persons other than to those employees, accountants, advisors, attorneys and other agents who may have a need to know such information in the Materials for purposes of evaluating a potential acquisition of the Assets, and who agree to abide by all of the terms set forth above.

Agreed to and Accepted:

Print: _____
Dated: _____