

Structure and Organizational Exercises —

Do you think anyone really reads introductions and disclaimers like this?

Huge block paragraphs are not inviting.

Rework this section to make it much more readable, purposeful and clear.

- Break the following statement down into 6 to 8 paragraphs
- Isolate ideas, functions and purposes clearly.
- Add headings to make points or sections stand out.

Also, which is it? An “introduction” or a “disclaimer”? Separate agreements made by recipient. If it’s both, separate those elements. Or is it a set of terms and conditions of document use?

As It Appeared Before Editing

EP Capital Holdings, LLC (“EP”) prepared this Confidential Information Memorandum (the “Memorandum”) from material supplied by Creative Extruded Products, Inc. (“Creative,” “CEP,” or the “Company”) solely for informational purposes and is furnished solely for use by prospective purchasers considering acquiring the Company. The information provided herein has been prepared to assist interested parties in making their own evaluation of the Company and does not purport to contain all of the information that a prospective purchaser may desire. In all cases, interested parties should conduct their own investigations and analysis of the Company and data set forth in this Memorandum. Neither the Company nor EP makes any representation or warranty as to the accuracy or completeness of information contained in this Memorandum or made available in connection with any further investigation of the Company, including any estimates or projections, and have no liability for any representations (expressed or implied) contained therein, or for any omissions from this Memorandum or any other written or oral communication transmitted to recipient in the course of any prospective purchaser’s evaluation of the Company. The only documents and information that have any legal effect are those specifically represented in a definitive purchase agreement signed by all relevant parties.

By accepting this Memorandum, recipient agrees to keep confidential the information contained herein or made available in connection with any investigation of the Company under the terms and conditions of the nondisclosure agreement executed by recipient for the Company’s benefit. Recipient should become familiar with this and other obligations to which it is subject under the nondisclosure agreement. Without limiting the foregoing, recipient acknowledges and agrees that: (1) neither the Company nor EP are subject to any liability based on the information contained in this Memorandum, errors or omissions herein, whether the Company or EP knew or should have known of any such errors or omissions, or was responsible for or participated in its inclusion in or omission from this Memorandum; (2) recipient will not copy, reproduce or distribute to any third party this Memorandum in whole or in part except as provided by the nondisclosure agreement; (3) if recipient or the Company does not wish to pursue this matter, recipient will return or destroy this Memorandum as soon as practical, together with any other material relating to the Company that recipient may have received from EP or the Company, consistent with the terms of the nondisclosure agreement; and (4) any proposed actions by recipient that are inconsistent in any manner with the foregoing agreement require EP’s or the Company’s prior written consent.

The Company reserves the right to negotiate with one or more prospective purchasers at any time and to enter into a definitive agreement for sale of the Company without prior written notice to recipient or other prospective purchasers. Also, the Company reserves the right in its sole discretion to terminate, at any time, further participation in the investigation and proposal process by any party and to modify data, documentation and other procedures without assigning any reason therefor. Recipient agrees not to contact the Company's officers, employees, or affiliates, either directly or indirectly, without the Company's or EP's prior written consent. All communications, inquiries and requests for information relating to this Memorandum or to a possible transaction involving the Company must be addressed to:

[548 words]

As it Appeared After Substantive Editorial Revisions:

CIM Disclaimer and Terms of Use

Informational Purposes Only — EP Capital Holdings, LLC ("EP") prepared this Confidential Information Memorandum (the "Memorandum") from material supplied by Creative Extruded Products, Inc. ("Creative," "CEP," or the "Company") solely for informational purposes and solely for use by prospective purchasers considering acquiring the Company. The information provided here has been prepared to assist interested parties independently evaluate the Company and does not purport to contain all information a prospective purchaser may desire. In all cases, interested parties should conduct their own investigations and analysis of the Company and data in this Memorandum.

No Representations or Warranties — Company and EP make no representation or warranty concerning the accuracy or completeness of information contained in this Memorandum or made available regarding any further investigation of the Company, including any estimates or projections. Moreover, they have no liability for any representations (expressed or implied) made here or elsewhere, or for any omissions from this Memorandum or any other written or oral communication transmitted to recipient during any evaluation of the Company. The only documents and information with any legal effect are those specifically presented in a definitive purchase agreement signed by all relevant parties.

Confidentiality — By accepting this Memorandum, recipient agrees to keep its details, and any information made available regarding any investigation of the Company, confidential under the nondisclosure agreement recipient signed for Company's benefit. Recipient:

- Should become familiar with its obligations under the nondisclosure agreement.
- Must not copy, reproduce or distribute this Memorandum to any third party, except as permitted by the nondisclosure agreement.
- Shall return or destroy this Memorandum—and any other material relating to the Company recipient receives from EP or the Company—if recipient or the Company does not pursue this matter, consistent with the terms of the nondisclosure agreement.

- Shall secure EP's or the Company's prior written consent for any action inconsistent in any manner with these, or the nondisclosure agreement's, terms.

No Liability — Recipient acknowledges and agrees that Company and EP have no liability based on information, errors, or omissions in this Memorandum, whether the Company or EP knew or should have known of any such errors or omissions, or was responsible for or participated in their inclusion in or omission from this Memorandum.

Rights Reserved by Company — Company reserves the right to negotiate with one or more prospective purchasers at any time and to enter into a definitive agreement for sale of the Company without prior written notice to recipient or other prospective purchasers. Also, Company reserves the right in its sole discretion to terminate, at any time, further participation in the investigation and proposal process by any party, and to modify data, documentation and other procedures without assigning any reason therefor.

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