

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT dated for reference the ____ day of _____, 20____ (the "Agreement").

BETWEEN:

**NAI Commercial (B.C.) Ltd. in its capacity as the Real Estate Broker for
Duncan Meadows Golf Course Ltd. (the "Seller")**

AND:

(the "Prospective Purchaser")

WHEREAS:

A. Duncan Meadows Golf Course Ltd. (**The Seller**) wishes to market and sell lands and assets of the Duncan Meadows Golf Course in Duncan, BC, and more specifically:

Civic Address: 6507 North Road

Parcel Identifier: 017-442-087

Legal: Lot 2, Sections 4, 5, And 6, Range 3, Somenos District, Plan VIP52892

(the "Property")

B. The Seller has retained the services of NAI Commercial BC Ltd. (NAI) to market the Property for sale.

C. The Prospective Purchaser has expressed an interest in the possible acquisition of the Property and requests a review of certain confidential, non-public and proprietary information relating to the Property;

C. The Seller and Prospective Purchaser are desirous of entering into this Agreement to protect, preserve and keep confidential the information that the Seller and NAI may disclose to the Prospective Purchaser in the course of the review by the Prospective Purchaser of such information (the "Review").

THEREFORE in consideration of the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each Party), the Parties hereto covenant and agree as follows:

ARTICLE 1 - CONFIDENTIAL INFORMATION

1.1 Confidential Information

Any and all confidential, non-public and proprietary information and documentation, whether written or verbal, received or obtained by the Prospective Purchaser from the Seller, or from the Seller's agents, advisors and representatives, in connection with the Prospective Purchaser's Review and the related due diligence of any and all confidential, non-public and proprietary information of the Seller in any way relating to the Lands and Property, including the business operations, financial affairs and marketing operations of the Seller is hereinafter referred to as "Confidential Information". Such information includes, but is not limited to:

- (a) Reports pertaining to the Lands and Property;
- (b) Client listings and booking amounts;
- (c) Contractual agreements;
- (d) Financial Statements and financial information;
- (e) Resumes and compensation packages of present staff; and
- (f) Equipment lists and inventory.

1.2 Non-Disclosure of Confidential Information

The Prospective Purchaser acknowledges that the Confidential Information is proprietary information of and that the Prospective Purchaser in receiving the Confidential Information is receiving the same in the utmost and strictest confidence and the Prospective Purchaser covenants that it shall not, except as provided for herein, disclose or exploit the Confidential Information disclosed or delivered by or on behalf of the Seller in any manner whatsoever without the prior written consent of the Seller, and shall only use the Confidential Information as is reasonably required in connection with evaluating the Lands in connection with a possible acquisition of the same.

1.3 Responsibility for Agents, Advisors and Representatives

The Seller recognizes that the Confidential Information will be provided to directors, officers, employees, agents, advisors and representatives of The Prospective Purchaser for the purpose of evaluating the prospective acquisition of the Lands and Property and therefore The Prospective Purchaser agrees, at its sole expense, with respect to such

disclosure of the Confidential Information to its directors, officers, employees, agents, advisors and representatives, to take all measures (including, but not limited to court proceedings) , at its expense, to restrain such directors, officers, employees, agents, advisors and representatives from unauthorized disclosure of the Confidential Information.

1.4 Return of Written Material

The Prospective Purchaser agrees that, immediately upon demand by the Seller, The Prospective Purchaser shall:

(a) return to the Seller all documents and tangible items received from the Seller pertaining, referring, or relating to the disclosed Confidential Information; and

(b) return to the Seller all copies, summaries, records, descriptions and drawings which The Prospective Purchaser has made from the documents and items referred to in subparagraph (a).

1.5 Exceptions

The Prospective Purchaser's obligations of non-disclosure and confidentiality contained in this Agreement shall not apply to:

(a) information which, at the time of its receipt, is in the public domain without a breach of this Agreement;

(b) information which, following its receipt, is published into the public domain without breach of this Agreement; or

(c) information which the Prospective Purchaser lawfully obtained from a third entity having the legal right to use and disclose the same or which the Prospective Purchaser could reasonably have considered had the right to use and disclose same;

(d) information independently acquired by The Prospective Purchaser without breaching any of the obligations under this Agreement.

ARTICLE 2 – ACCURACY

2.1 The Prospective Purchaser is aware that the Confidential Information may have been provided to the Seller by various sources, including the Seller, and neither the Seller nor any of their directors, officers, authorized representatives or professional advisors makes any representation or warranty as to the accuracy or completeness of the Confidential Information furnished by it or them and no liability shall arise by reason thereof.

ARTICLE 3- GENERAL

3.1 Breach

The Prospective Purchaser acknowledges and agrees that a breach of any of the covenants herein contained shall constitute a breach of this Agreement.

3.2 Severability

The Prospective Purchaser acknowledges and agrees that if any covenant or provision herein contained is determined to be void or unenforceable, in whole or in part, it shall not be deemed to effect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.

3.3 Recognition of Damages

The Prospective Purchaser acknowledges and agrees that a breach by it of any of the covenants herein contained would result in damages to the Seller and that the Seller could not be adequately compensated for such damages by monetary award alone. Accordingly, The Prospective Purchaser acknowledges and agrees that in the event of such breach, in addition to all other remedies available to the Seller at law or in equity, the Seller shall be entitled, as a matter of right, to apply to a Court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance by the Prospective Purchaser with the provisions of this Agreement and the non-disclosure of the Confidential Information.

3.4 Survival of Obligations

The Prospective Purchaser's obligations under this Agreement will continue and survive any discussions with the Seller and shall continue in full force and notwithstanding that the Parties hereto may fail to enter into any subsequent agreement.

3.5 Failure to Negotiate or Contract

The parties recognize that until a definitive agreement regarding the acquisition of all or part of the Lands is completed neither the Prospective Purchaser nor the Seller will be under any obligation to enter into, conduct or continue negotiations or enter into any transaction with respect to the acquisition of the Lands and Property.

3.6 Enurement

All of the respective duties and obligations of the Parties hereunder shall be binding on their heirs, successors and permitted assigns.

3.7 Waiver

No waiver by any Party of any default in performance on the part of any other Party and no waiver by any Party of any breach or a series of breaches of any of the terms, covenants and conditions of this Agreement shall constitute a waiver of any subsequent or continuing breach of such terms, covenants or conditions. The failure of a Party to

assert any claim in a timely fashion with respect to any of its rights or remedies under this Agreement shall not be construed as a waiver of any such claim and shall not serve to modify, alter or restrict any such Party's right to assert such claim at any time thereafter.

3.8 Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia and Canada applicable therein.

3.9 Counterparts

This Agreement may be executed and delivered in one or more counterparts which, when so executed, shall be read together and be construed as one agreement, and by facsimile or email.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their respective authorized signatories as of the day and year first above written.

THE COMMON SEAL OF)	
◆)	
was hereunto affixed in the presence of:)	
)	
_____)	C/S
Authorized Signatory)	

THE CORPORATE SEAL OF)	
◆)	
was hereunto affixed in the presence of:)	
)	
_____)	C/S
Authorized Signatory)	