

**CONFIDENTIALITY / NON-CIRCUMVENTION
NON-DISCLOSURE AGREEMENT & BUYER PROFILE**

THIS AGREEMENT is made and entered into by and between **Hilda W. Allen Real Estate, Inc. as agent for the Seller**, "Seller" and "Potential Purchaser", _____, and shall become effective when executed by authorized representatives of both parties.

A. Commencing with discussions held between their respective representatives beginning _____, the parties have pursued and expect to continue to pursue discussions (the Discussions) relating to the potential sale of _____.

B. In the course of these discussions, Seller (or its broker, Hilda W. Allen Real Estate, Inc.) has disclosed to Potential Purchaser and may continue to disclose to Potential Purchaser certain information of proprietary and confidential nature ("Confidential Information").

C. Seller will provide to Potential Purchaser certain printed, typed and handwritten materials and other tangible materials containing or relating to Confidential Information ("Documentation").

In order to protect the Confidential Information, both during the term of the Discussions and after their expiration or termination, Potential Purchaser agrees as follows:

1. Potential Purchaser shall maintain the Confidential Information of **Lafayette Golf Club at Green Farm Resort** in strictest confidence and shall not disclose to any third party any Confidential Information received from the other party. In addition, Potential Purchaser shall ensure that its officers, employees and agents likewise maintain the Seller's Confidential Information in strictest confidence and that such persons do not disclose such Confidential Information to any other party. Potential Purchaser shall not have the right to use, duplicate, reproduce, copy, distribute or disseminate Confidential Information except for purpose of the discussions and negotiations as needed.

2. Potential Purchaser agrees to limit access to Confidential Information received from the Seller and/or Broker to its own officers and employees on the absolute need-to-know basis solely for the purpose of the Discussions, and to use the same degree of care in reserving the secrecy of the Confidential Information furnished by the Seller and/or Broker as it uses in preserving the secrecy of its own Confidential Information.

3. Notwithstanding the conclusion or termination of the Discussions, Potential Purchaser shall continue to fulfill its obligations hereunder for a period of three (3) years from the date of disclosure. Upon termination of the Discussions, all Confidential Information, including all forms of Documentation shall be returned to the Broker, including any copies or adaptations made by the receiving party.

4. The obligation of Potential Purchaser under Paragraphs 1 and 2 above shall not apply or shall cease to apply to any information which Potential Purchaser can demonstrate by reasonable documentary proof- (a) to have been in the possession of Potential Purchaser at the time it was first disclosed by the Seller and/or Broker; (b) was in the public domain at the time it was disclosed to Potential Purchaser; (c) entered the public domain through sources independent of Potential Purchaser and through no fault of Potential Purchaser; (d) was lawfully obtained by Potential Purchaser from a third party who is free to disclose such information to Potential Purchaser; (e) to have been at any time developed by Potential Purchase independently of any disclosure from the Seller; or (f) has been in the possession of Potential Purchaser for more than five (5) years.

5. Potential Purchaser shall not have any right to register any copyright, trademark, service mark or corporate name based upon Confidential Information or otherwise register or claim any right to use any Confidential Information disclosed to it by the Seller and/or Hilda W. Allen Real Estate, Inc. without the express written consent of Seller and Broker. Nothing herein, and no disclosure of Confidential Information or Documentation pursuant hereto, shall be

deemed a grant to Potential Purchaser, whether by implication, estoppels or otherwise, of any right or license under any industrial property right of the Seller.

6. The Discussions shall continue until the date on which an Agreement shall have been concluded or the date on which either party shall have given written notice to the other of termination of the Discussions. All obligations of the parties hereunder shall survive any termination of the Discussions.

7. Each party acknowledges and agrees that the unauthorized disclosure or use of Confidential Information disclosed to it by the other party or any other breach of its obligations will result in irreparable injury to the party, which furnished the Confidential Information. Therefore, each party agrees that the injured party shall be entitled to receive injunctive relief in any legal proceeding instituted by such injured party.

8. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of **Kentucky** USA.

Potential Purchaser's Name: _____

Street Address: _____

City, State & Zip: _____

Phone: _____

Fax: _____

Email: _____

Signature: _____

Contact Person: _____

List of Golf Courses Owned: _____

Bank Reference: _____

Location-Geographic Region of Interest: _____

Type of Golf Course: _____

How much dept and equity committed: _____

Is a Broker involved and are you paying their fee: _____