

— NATIONAL —
GOLF & MARINA
PROPERTIES GROUP™

CONFIDENTIALTY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made as of the _____ day of _____, 20____ by NATIONAL GOLF & MARINA PROPERTIES GROUP of Coldwell Banker Commercial NRT and _____ (“Recipient”).

WHEREAS, Owner is the owner of the Property known as _____ (the “Property”) and Recipient is a party interested in purchasing the Property from Owner (“Owner”), or Recipient is an advisor representing a party that has expressed interest in purchasing the Property from Owner (an “Interested Party”);

WHEREAS, in order to evaluate the possible sale of the Property, Recipient has requested access to certain confidential and proprietary information the unauthorized release of which could cause serious harm to Owner; and

WHEREAS, Owner is willing to provide such information if it has adequate assurances that the information will be kept confidential;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient agrees as follows:

1. Recipient acknowledges that all documents, analyses, records, statements, etc. (the “Confidential Information”) provided by Owner or its broker, National Golf & Marina Properties Group of Coldwell Banker Commercial NRT (“Owner’s Broker”) are confidential and proprietary to Owner. The term Confidential Information does not include information that (i) is already in Recipient’s possession (other than information previously furnished to Recipient by Owner or its agents), provided that such information is not known by Recipient to be subject to another agreement or obligation of confidentiality, or (ii) becomes generally available to the public other than as a result of a disclosure by Recipient or those to whom Recipient has provided Confidential Information (Confidential Information shall not be deemed to be generally available to the public or in the public domain merely because any part of any Confidential Information is embodied in general disclosures or because individual features, components, or combinations thereof are now known or become known to the public), or (iii) becomes available to Recipient on a non-confidential basis from a source other than Owner or its agents or advisors, provided that such source is not known by Recipient to be bound by an agreement or other obligation of confidentiality. Recipient shall keep all such information confidential and shall not, except as may be required by law, regulation or legal process binding upon Recipient, disclose, summarize or otherwise provide any or all of the Confidential Information in any manner without the prior written authorization of Owner, except as otherwise set forth in this Agreement. Recipient may disclose the Confidential Information to the Interested Party, provided such Interested Party has previously executed and delivered to Owner a confidentiality agreement in the form of this Agreement. Recipient shall not photocopy or reproduce the Confidential Information in any manner.

2. Recipient may use any or all of the Confidential Information only for the purpose of its analysis of the possible purchase of the Property. If Recipient is an Interested Party, it may summarize any or all of the Confidential Information only in that connection. Recipient shall not use any of the Confidential Information for any other purpose.

3. On a “need-to-know” basis only and solely for the purposes of assisting Recipient in evaluating the purchase of the Property, Recipient may disclose, summarize or otherwise provide any portion of the Confidential Information (1) to Recipient’s partners and employees, and (2) if Recipient is an Interested Party, also to its accountants, potential lenders, lawyers, agents and other advisors. In either event, Recipient shall give a copy of this Agreement to all persons to whom it gives access to the Confidential Information and shall inform all such persons that the Confidential Information is confidential and proprietary to Owner, and the Confidential Information must be maintained as confidential, and that none of the Confidential Information may be disclosed without prior written authorization by Owner.

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4. If the Property is not sold to Recipient's Interested Party, Recipient shall promptly return to Owner all Confidential Information it received at Owner's or Owner's Broker's request. If Recipient is an Interested Party and Recipient determines that it is not interested in purchasing the Property, Recipient shall promptly return to Owner all Confidential Information it received at Owner's or Owner's Broker's request.

5. Owner and Owner's Broker make no representation or warranty about the accuracy or completeness of any Confidential Information. Recipient releases and holds Owner and Owner's Broker harmless from and against any loss or damage Recipient may sustain due to its reliance on any of the Confidential Information. If Recipient is an Interested Party, the provisions of this Agreement shall not be amended, merged into or otherwise modified by any subsequent agreement entered into between Recipient and Owner or any instrument executed by Owner for Recipient's benefit unless such agreement or instrument expressly states so.

6. If any party believes that the unauthorized disclosure of any or all of the Confidential Information is likely to occur, Recipient shall take all reasonable measures, and shall support any reasonable measures by Owner, to prevent such disclosure. If an unauthorized disclosure of any or all of the Confidential Information has occurred, Recipient shall not interfere with any effort by Owner to pursue legal and equitable remedies available in result of the unauthorized disclosure.

7. It is understood and acknowledged that unauthorized release of any or all of the Confidential Information would cause immediate and irreparable harm to Owner that could not be repaired and for which Owner could not be fully compensated by money damages. Recipient agrees that Owner may obtain injunctive relief to prevent or limit such unauthorized disclosure, and may also pursue any other remedies available under law or equity in result of an alleged or reasonably anticipated breach of this Agreement. Recipient agrees to pay any damages incurred by Owner as a result of Recipient's breach of this Agreement, including but not limited to court costs and reasonable attorneys' fees.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to principles of choice of law or conflicts of law. This Agreement shall be binding upon Recipient's successors and assigns, and shall inure to the benefit of Owner's successors and assigns. This Agreement shall terminate as of the date that is one year from the date Recipient returns the Confidential Information to Owner as required in Section 4 of this Agreement.

BROKER*:

Company: _____

Title: _____

Signature: _____

E-mail: _____

Print Name: _____

Phone: _____

RECIPIENT CLIENT*:

Company: _____

Title: _____

Signature: _____

E-mail: _____

Print Name: _____

Phone: _____

**Please fill out all fields*

Please return signed CA to eddy@nationalgolfandmarina.com – or via fax to 781-810-9653