

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is by and between **Hilda W. Allen Real Estate, Inc. a real estate broker licensed in the State of Virginia (Broker)** and _____ a *prospective* Purchaser (or the Purchaser's authorized agent (**Purchaser**) and pertains to proprietary and/or confidential information sought by the Purchaser on property listed by the Broker or a property wherein the Broker has confidential information and is authorized by the property owner to share it with qualified interested parties.

1.

Broker agrees to disclose certain confidential information pertaining to Rapidan Golf Club (Property) which is intended for the use of the Purchaser in reaching an informed decision regarding the property's utility and value.

2.

The parties agree that this information may not be published, reproduced or quoted in any way that would be detrimental to the Seller's interests and that any unauthorized disclosure of the information would be potentially harmful and that the burden of proving no harm is upon the disclosing party.

3.

The Purchaser hereby agrees to limit distribution and access of this information to individuals with a need to know and will take appropriate action to ensure that its officers, employees and agents disclose or disseminate this information to others in a controlled accountable manner. Purchaser agrees that it shall not duplicate, reproduce, copy, distribute or disseminate this information without formal or informal internal controls to protect it.

4.

Purchaser and/or its owners, officers, directors, employees, agents and/or assigns, agree not to enter into any agreement or arrangement with the Seller, for the purpose of acquiring an interest in the Property, without the knowledge and written permission of the Broker.

5.

The obligations of the Purchaser under Paragraphs 1 and 2 herein shall not apply to information that was

- (a) In the public domain at the time of disclosure to the Purchaser;
- (b) Lawfully obtained by the Purchaser from a third party authorized to disclose the information
- (c) Developed or obtained by the Purchaser from sources independent of the Seller
- (d) In possession of the Purchaser prior to disclosure

6.

Purchaser agrees not to contact either directly or indirectly, the Seller or any officers, directors, shareholders, consultants, attorneys, employees, agents, bankers or affiliates of the Seller, during the time this Agreement is in force without the written approval of the Broker.

7.

The parties agree that the unauthorized disclosure or use of confidential information covered by this agreement and disclosed by the Purchaser is a breach of this Agreement and may cause harm to the Broker and/or the Seller and further agree that the injured party or parties may be entitled to seek injunctive relief and/or monetary damages in any legal proceeding that it initiates. The Broker's claim for damages shall be limited to compensation equal to the maximum commission it would have realized from the transaction plus expenses, including but not limited to, legal fees that it may have incurred

8.

All obligations of the parties to this Agreement shall survive termination of discussions for the sale, lease, option or exchange of the property for one year from the date this Agreement is executed by the Purchaser. Broker hereby reserves the right to request in writing the return of all materials furnished to the Purchaser including any copies or adaptations made by the recipient.

9.

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

10.

If a provision of this Agreement is held to be invalid by a court with jurisdiction in the matter, the decision shall not effect any other provision of this Agreement.

11.

This Agreement may be executed simultaneously in one or more counterparts, including telecopy facsimiles, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Purchaser affirms that it has the authority and a legitimate lawful purpose to enter into this Agreement.

Prospective Purchaser: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Cell: _____ Email: _____

Signature: _____

Contact Person: _____

Phone: _____ Cell: _____ Email: _____