



CONFIDENTIALITY AGREEMENT & NON-CIRCUMVENTION AGREEMENT

The undersigned prospective Purchaser, or agent for the Purchaser hereby acknowledges that the information was requested from **Chris Sutton**, licensed real estate agent at Sutton Group West Coast Realty in connection with the information release and possible acquisition of the following:

The Convenience Store advertised by Chris Sutton and Sutton Group West Coast Realty located in Duncan, BC.

WHEREAS, it is an essential and continuing condition of the Agreement that certain terms therein be agreed to by all individuals who are to have access to the proprietary, trade secret and/or confidential information and materials relating to the subject matter, Confidential information.

AND WHEREAS, I understand that in the course of the review of all associated documentation I will have access to the Confidential Information.

THEREFORE in consideration for my being granted access to the Confidential Information and for other good and valuable consideration, I agree with the following:

1. SAFEGUARDING CONFIDENTIAL INFORMATION

I agree to hold in confidence any and all information and materials relating to or arising out of the Projects except for Confidential Information which was in the public domain or enters into the public domain through no improper act on my part.

2. USE OF THE CONFIDENTIAL INFORMATION

I agree that, without the express written permission of the Vender, I will not use the Confidential Information for any purpose other than in the pursuit of entering into a binding "Purchase Agreement". I further agree not to disclose the Confidential Information to any third party without the express written permission of the Vender.

3. TRANSFER OF RIGHTS

I acknowledge and agree that no rights or license is granted under this Confidentiality Agreement, by the Vender to me, either expressly or by implication. I understand that any and all proprietary rights, including without limitation, patent rights and proprietary rights in and to the Confidential Information shall be and remain with Vender.

4. IRREPARABLE HARM

I understand that any breach by me of the above obligations, resulting in the wrongful disclosure or use of the Confidential Information may give rise to irreparable injury to Vender and may be subject to substantial money damages and injunctive proceedings.

5. GOVERNING LAW

The validity and interpretation of the Confidentiality Agreement and the legal relations of the parties to it shall be governed by the laws of British Columbia.

6. AGREEMENT NOT TO CIRCUMVENT

The parties to this Agreement will refrain from soliciting business and contracts from sources not their own which have been made available to them through this Agreement, without the express permission of Chris Sutton at Sutton Group West Coast Realty for a period of 36 months. In addition, all Parties to this Agreement, including Signatories Affiliates, Subsidiaries, Partners, and Agents will maintain complete confidentiality regarding Business Sources, and will only disclose such business sources under mutual agreement, and only after written permission has been received from the

originator of the source, Chris Sutton. Additionally, Signatories to this Agreement Hereby Agree not to Circumvent or attempt to circumvent each other or to circumvent any Party who is, or may be associated directly, or indirectly with the Contract and Transaction, and Agree not to alter the initial Codes attached to the Transaction and Contract.

Signatories agree that no failure or delay by us in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. You further agree that money damages would not be a sufficient remedy for any breach of this Agreement by you or any of your representatives and that we shall be entitled (upon proper proof) to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by you of this Agreement but shall be in addition to all other remedies available at law or equity to us. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that you or any of your Representatives have breached this Agreement, then you shall be liable and pay to us the reasonable legal fees incurred by us in connection with such litigation, including any appeal therefrom.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

BUYER(S) [to be signed by all parties viewing disclosed documentation]

SIGNATURE: _____

NAME: _____

PHONE: _____

DATE: _____

SIGNATURE: _____

NAME: _____

PHONE: _____

DATE: _____

AGENT FOR BUYER

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____