

**PERSONAL AND CONFIDENTIAL (Fax Completed Agreement to 214-279-0763)**

\_\_\_\_\_ (Enter Date)

\_\_\_\_\_ (Enter Your Company Name)

Attention: \_\_\_\_\_ (Enter Your Name)

Re: Briarcrest Country Club, Bryan, Texas

Dear \_\_\_\_\_ (Enter Your Name):

In connection with your consideration of a possible transaction or transactions (collectively, the “Transaction”) with Briarcrest Country Club and/or its subsidiaries and affiliates (collectively, the “Company”), you have requested (and in some instances, already received) information concerning certain portions of the Company’s owned real estate and golf-related operations. As a condition to your being furnished such information or additional information, you have agreed and hereby agree to treat confidentially and not to disclose any information concerning the Company or the Transaction (whether prepared by the Company or an other person) which is or has been furnished to you by or on behalf of the Company (herein collectively referred to as the “Evaluation Material”) and to take or abstain from taking certain other actions herein set forth. The term “Evaluation Material” does not include information which you establish (i) was already in your possession prior to any communications with the Company related to the Transaction, provided that such information is not subject to another confidentiality agreement with or other obligation of secrecy to the Company or any other person, or (ii) becomes generally available to the public other than as a result of a disclosure by you or by any affiliates, directors, officers, employees, agents, existing or potential lenders or investors, representatives, or advisors (collectively, “Representatives”) of you, or (iii) becomes independently available to you on a non-confidential basis from a source (other than the Company or its Representatives), provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to any person.

You hereby agree that the Evaluation Material will be used solely for the purpose of evaluating a possible transaction between the Company and you, and that such information will be kept confidential by you and your Representatives; provided, however, that (i) any of such information may be disclosed to your Representatives who need to know such information for the purpose of evaluating any such possible transaction between the Company and you (it being understood that such Representatives shall be informed by you of the confidential nature of such information and shall agree in writing to treat such information confidentially), and (ii) any disclosure of such information may be made to which the Company consents in writing.

In addition, without the prior written consent of the Company, you will not, and will direct your Representatives not to, disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction between the Company and you or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. You will also be directly liable to the Company for any breach of any terms of this letter agreement by any of your Representatives.

All contacts with respect to the matters referred to in this letter should be made only through Jeff Davis or his designee(s), and, except as agreed to in writing by the Company, no other Representatives of the Company shall be contacted directly by you or your Representatives regarding the possible transaction which is the subject of this letter agreement.

You also agree that equitable relief, including injunction, will be a remedy available to the Company or its successors or assigns in the event of any breach of the provisions of this letter agreement. This remedy shall be in addition to any other remedies, including damages, which may be available to the Company.

Neither the Company nor any of its Representatives have made or make any representation or warranty as to the accuracy or completeness of the Evaluation Material. You agree that the Company and its Representatives shall not have any liability to you or any of your Representatives resulting from the use of the Evaluation Material.

Upon our request, you shall promptly redeliver to the Company all written Evaluation Material and any other written material containing or reflecting any information in the Evaluation Material (whether prepared by you, your Representatives, the Company, or otherwise) and will not retain, and will cause your Representatives to not retain, any copies, extracts or other reproductions in whole or in part of such written materials. All documents, memoranda, notes and other writings whatsoever prepared by you or your Representatives based on the information in the Evaluation Material shall be destroyed, and such destruction shall be certified in writing to the Company by an authorized officer supervising such destruction.

You agree that unless and until a definitive agreement between the Company and you with respect to any transaction referred to in the first paragraph of this letter agreement has been executed and delivered, the Company will not be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this or any written or oral expression with respect to such a transaction by any Representatives except, in the case of this letter agreement, for the matters specifically agreed to herein. The agreement set forth in this paragraph may be modified or waived only by a separate writing by the Company and you expressly so modifying or waiving such agreement.

***Any fees due Offering Broker, Fairway Advisors in connection with the sale of the Property shall be paid by Company. Buyer (should Buyer elect to retain a broker) hereby acknowledges that neither Company nor Offering Broker are obligated in any way to pay any form of commission or fee to Buyer's broker. Any commission or fee to be paid to Buyer's broker shall be Buyer's sole obligation.***

The Company may assign this letter agreement or its rights hereunder to any third party.

This letter agreement contains the entire agreement between you and the Company concerning the subject matter hereof and shall be governed by, and construed in accordance with, the internal, substantive laws of the State of Illinois, without regard to conflicts of laws principles.

Very truly yours,

**BRIARCREST COUNTRY CLUB**

By: \_\_\_\_\_

Confirmed and Agreed to:

\_\_\_\_\_ (Print Company Name)

By: \_\_\_\_\_ (Sign)

\_\_\_\_\_ (Email Address)

\_\_\_\_\_ (Phone Number)