



Tyris Corporation
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NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this "Agreement") is entered into as of _____, 20__ , by and between Tyris Corporation, a California Corporation ("Disclosing Party"), and _____ ("Receiving Party").

RECITALS:

WHEREAS, Disclosing Party possesses certain confidential proprietary information concerning improved real property that it owns which is commonly known as the Alexander Valley Resort project consisting of approximately 254 acres located in the City of Cloverdale, Sonoma County, California, USA (the "Property"); and,

WHEREAS, Receiving Party is a real estate investor, user, or Broker which has expressed an interest in acquiring all or a portion of the Property for its own investment, syndication, or to present to a client; and,

WHEREAS, in connection with the execution of a Purchase and Sale Agreement for the Property between Buyer or Broker as Receiving Party and Seller as Disclosing Party, confidential and proprietary information of Disclosing Party will be made available to Receiving Party for purposes of conducting its investigation and due diligence respecting the Property ("Due Diligence"); and

WHEREAS, Disclosing Party desires to prevent the unauthorized use and disclosure of its Confidential Information, as defined below, as a condition of providing it to Receiving Party.

NOW THEREFORE, in consideration of the covenants and conditions provided below and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Confidential Information. For purposes of this Agreement, Confidential Information shall mean any and all strategic and development plans, financial condition information, business plans and records, project records, market reports, business manuals, policies and procedures, and all other information, including but not limited to, information which is proprietary to the Disclosing Party, or which is generated as a result of or in connection with the Business Purposes of the Disclosing Party, which is not generally available to the public.

Nondisclosure Obligations. The Receiving Party further promises and agrees as follows (collectively, the “Nondisclosure Obligations”):

(a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;

(b) not to use any of the Confidential Information except for the Business Purposes;

(c) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by Disclosing Party in accordance with this Nondisclosure Agreement;

(d) not to use any Confidential Information to unfairly compete or obtain unfair advantage *vis a vis* Disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with the Business Purposes;

(e) to restrict access to the Confidential Information to those of its officers, directors, employees and agents who clearly need such access to carry out the Business Purposes;

(f) to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of Disclosing Party, any of the Confidential Information, and, upon request of Disclosing Party, to provide Disclosing Party with a copy of a written agreement to that effect signed by such persons; and,

(g) to comply with any other reasonable security measures requested in writing by Disclosing Party.

Exceptions. The Nondisclosure Obligations hereunder shall not apply to Confidential Information which:

(a) is, or later becomes, public knowledge other than by breach of the provisions of this Agreement;

(b) is in the possession of Receiving Party with the full right to disclose prior to its receipt from Disclosing Party, as evidenced by written records; or,

(c) is independently received by Receiving Party from a third party with no legal or contractual relationship to Disclosing Party, and with no restrictions on disclosure.

Return of Confidential Information. Receiving Party agrees, upon termination of the Business Purposes or upon the written request of Disclosing Party, whichever occurs earlier, to promptly deliver to Disclosing Party all records, notes, and other written, printed, or tangible materials in the possession of Receiving Party, embodying or pertaining to the Confidential Information.

Indemnification. Receiving Party agrees to indemnify, defend and hold harmless Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement.

Term. The Confidential Information pursuant to the Nondisclosure Obligations shall continue in full force and effect until further notice from Disclosing Party.

Remedies. Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that Disclosing Party shall have the right to apply to a court for an order restraining any such further disclosure or misappropriation and for such other relief as Disclosing Party shall deem appropriate. Such right of Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

Successors and Assigns. Receiving Party shall have no right to assign its rights under this Agreement without the written consent of Disclosing Party.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of California.

Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs.

Entire Agreement. This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

Receiving Party:

By: _____

Name: _____

Its: _____

Disclosing Party:

Tyris Corporation as Managing Partner for,
Spight Properties II, LLC.

By:  _____

Name: Robert H. Sexton

Its: President