

CONFIDENTIALITY AGREEMENT

ASSETS OF PORTAGE TRAIL PROPERTIES LTD. PEMBERTON, BRITISH COLUMBIA, CANADA

G. Powroznik Group Inc. of G-Force Group has prepared this Confidentiality Agreement in its representative capacity as Receiver (the “Receiver”) appointed in the Supreme Court of British Columbia Court Action No. H110224, solely for the purpose of assisting prospective purchasers in evaluating the assets of Portage Trail Properties Ltd. (the “Assets”), located in Pemberton, British Columbia, Canada.

This Confidentiality Agreement (the “Confidentiality Agreement”) is entered into by and between the Receiver and _____ (the “Interested Party”) in connection with the confidential information (“Confidential Information”) provided by the Receiver in respect of:

the Assets of Portage Trail Properties Ltd., including: the lands, building and other related assets including furniture, fixtures and equipment.

1. *Municipal Address:* 7330 Arbutus Street, Pemberton, British Columbia, Canada

Legal Description:

Land: Lot 2, District Lot 203, Lillooet District Plan KAP72731

Strata Lots: SL 1 to 32, District Lot 203, Lillooet District Plan KAP72731

2. *Municipal Address:* 7340 Crabapple Crt, Pemberton, British Columbia, Canada

Legal Description:

Land: Lot 3, District Lot 203, Lillooet District Plan KAP72731

The Interested Party, by accepting a copy of or having access to the Confidential Information, and in consideration of receiving or having access to the Confidential Information, covenants and agrees as follows:

1. The Interested Party acknowledges that the Interested Party has been provided with the Confidential Information and any other written and oral information and documents in relation to the Assets (the “Additional Information”) solely for its own use and on the basis and the terms as set out in this Confidentiality Agreement. For purposes of this Confidentiality Agreement, Additional Information does not include any information that has become generally available to the public other than as a result of a disclosure by the Interested Party or any of its representatives.

2. The Interested Party agrees to use the Confidential Information and the Additional Information solely for the purpose of evaluating the opportunity to purchase the Assets.
3. The Interested Party will not disclose the Confidential Information or the Additional Information or the content of them except to its directors, officers, employees, advisors, solicitors and lenders (collectively with Agents, the “Representatives”) who are reasonably required to have such information for the sole purpose of evaluating on behalf of the Interested Party the opportunity to purchase the Assets. The Interested Party will inform its Representatives of the confidential nature of the Confidential Information and the Additional Information and of the Interested Party’s obligations under this Confidentiality Agreement and will require its Representatives to be bound by this Confidentiality Agreement. The Interested Party shall be responsible for any breach of this Confidentiality Agreement by its Representatives.
4. If the Interested Party does not purchase the Assets, or, in any event, at the request of the Receiver, it will return to the Receiver all copies of the Confidential Information and the Additional Information in its possession or in the possession of its Representatives, and will destroy and delete all copies of any analyses, compilations, studies or other documents prepared by or for it which reflect or encompass any part of the Confidential Information or the Additional Information.
5. Without the prior written consent of the Receiver, the Interested Party will not, and will ensure that its Representatives do not, disclose to any entity or person either the fact that discussions or negotiations are taking place concerning a possible transaction between the Interested Party and the Receiver or any of the terms, conditions or other facts concerning such possible transaction, including the status thereof.
6. The Interested Party acknowledges that the Confidential Information and the Additional Information does not purport to contain all the information that might be relevant to the Interested Party. Information relating to the business, physical, geographic and financial characteristics of the Assets is provided for information purposes only.
7. The Receiver reserves the right to withdraw, amend or replace all or any part of the Confidential Information or the Additional Information at any time, and is under no obligation to provide the Interested Party with access to any additional information.
8. The Interested Party acknowledges that the Receiver has obtained the Confidential Information and the Additional Information from various sources. It has not independently verified any of the information, including financial or other information. Such information, statements, estimates or projections reflect various assumptions concerning anticipated results that may or may not prove to be correct and the Receiver accepts no liability regarding all that is contained therein.

9. The Interested Party, and each of its Representatives, acknowledges that the Receiver or any of its respective affiliates, directors, officers, shareholders, employees, agents, solicitors, accountants, advisors or other representatives (“Affiliates”) accept no liability or make no representations, declarations or warranties, express or implied, as to the accuracy or completeness of the information or statements contained in the Confidential Information, the Additional Information, or of any other information given or statements made by any of them, either written or oral, and such material, information, or statements should not be relied upon by the Interested Party without independent investigation and verification. All material, information, or statements are provided only as a convenience to the Interested Party.
10. The Interested Party hereby indemnifies and saves harmless the Receiver from and against any loss or disclosure of the Confidential Information and the Additional Information and from all actions, proceedings, claims, demands, costs and damages in any way resulting from any breach or non-performance by the Interested Party of any of its covenants or obligations under this Agreement.
11. If the Interested Party is comprised of more than one person or entity, all obligations hereunder are joint and several.
12. This Confidentiality Agreement may be signed and delivered by facsimile or other electronic means and may be executed in any number of counterparts, each of which will be deemed to be an original.
13. The Receiver is extending courtesy to any Agent that represents the Interested Party with respect to the purchase of the Assets. The Interested Party is required to register the Agent by completing Schedule “A” – Agent’s Registration to this agreement, simultaneously with the execution of this Confidentiality Agreement. If the Interested Party is not registering an Agent, then mark by an “X” and initial in the spaces provided below that:

Interested Party hereby acknowledges that it _____
is NOT registering an Agent [Initial of Interested Party]

in which case Schedule “A” will NOT form part of the Confidentiality Agreement. By not registering an Agent, the Interested Party hereby irrevocably and unconditionally agrees that the Receiver shall have no obligation to provide any form of compensation, both now and in the future, to Representatives of the Interested Party. In no circumstance is the Receiver liable to pay any compensation or commissions to any Agent representing the Interested Party.

The parties have executed this Confidentiality Agreement as of the _____ day of _____, 2012.

[Interested Party]

Per: _____

[Printed Name]

Title: _____

Date: _____

Email: _____

Contact phone no.: _____

**G. Powroznik Group Inc.,
Receiver, Portage Trail Properties Ltd.**

Per: _____

[Printed Name]

Title: _____

Date: _____

PLEASE RETURN TO:
Patricia Foster
G. Powroznik Group Inc. of the G-Force Group
Email: pfooster@g-forcegroup.ca
Tel: +1 778 370 0003 (direct)
Fax: +1 778 370 0043

**SCHEDULE "A" – AGENT'S REGISTRATION
CONFIDENTIALITY AGREEMENT
ASSETS OF PORTAGE TRAIL PROPERTIES LTD.**

Interested Party hereby registers and confirms that the party(ies) below are duly licensed by the Real Estate Council of British Columbia and are the exclusive Agents of the Interested Party in the purchase of the Assets.

Name of Agent Firm: _____

Agent/Salesperson 1

Per: _____

Name: _____

License Number: _____

Agent/Salesperson 2

Per: _____

Name: _____

License Number: _____

The above terms are hereby acknowledged and agreed to.

I _____ have the authority to bind the Agent Firm.
[Authorized Officer of Agent Firm]

per: _____