

BUSINESS INFORMATION NON-DISCLOSURE AGREEMENT

For Consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, STANFORD HOTELS & RESORTS INC. (hereinafter "STANFORD") will provide the undersigned (hereinafter "I/me") certain pertinent and confidential "Information", including but not necessarily limited to commercial, strategic, and competitive information about STANFORD and its properties, verbally and in writing, for my sole personal consideration, or for consideration by a company or group of which I am authorized agent,

1. I do hereby covenant and agree with STANFORD that I have been and will be entrusted with and shall protect the Information and shall hold it in strict confidence, for the sole purpose of evaluating the business and/or investment for negotiating a transfer of ownership, and,

2. I will not reproduce, disclose or make known any of the Information received or obtained, nor that the business and/or property is available for acquisition, to anyone except the appropriate corporate officers of my company or group and necessary advisers, and then only on the same terms and conditions as are set forth herein.

3. I will not contact any of STANFORD's bank, accountant, attorney, employee, supplier, client, competitor, vendor or other associate without prior written permission from STANFORD.

4. I acknowledge and agree that in the event of a breach or threatened breach by me of this Agreement, STANFORD shall be entitled to all measures, including injunction(s), in order to prevent or restrain such breach, and

5. This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Alberta.

6. This Agreement shall be effective as of (date) _____

7. In the event that I or my company or group am not interested in negotiating a transfer of ownership, or upon STANFORD's request, and in any event within six months, I shall return all received physical Information to STANFORD and this agreement shall expire five years (260 weeks) after that date.

(Per) _____

(per) _____

(Print name) _____

Gil Sandhu, Vice President, (STANFORD)

Of (print address and Postal/Zip Code)

131 Millbourne Road East

EDMONTON AB T6K 1P6

(Phone number) _____

(Email address) _____