

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

CBRE, INC.

222 South Main Street, 4th Floor
Salt Lake City, Utah 84101
Attn: Rad Dye, Tom Dischmann, Jeff Richards

SEND VIA EMAIL:
heather.lingmann@cbre.com

Or
VIA FACSIMILE
801-869-8080

RE: **BC TECHNICAL**
7172 SOUTH AIRPORT ROAD, WEST JORDAN, UTAH (THE "PROPERTY")

This Confidentiality and Non-Disclosure Agreement (the "Agreement"), entered into as of the date below ("Effective Date"), is by and between CBRE, Inc. ("CBRE"), as exclusive broker of the Property for Kimwell Corporation ("Owner"), and the undersigned Prospective Buyer ("Prospective Buyer"). CBRE, Owner and Prospective Buyer are collectively referred to herein as "Parties" and individually as "Party."

In connection with Prospective Buyer's request for information for the possible purchase of the Property from Owner, CBRE, on behalf of Owner, has agreed to furnish certain information concerning the Property, including information that is non-public, confidential and/or proprietary in nature. In contemplation of the receipt of such information, Prospective Buyer agrees to abide by the terms of this Agreement.

As used herein, Prospective Buyer acknowledges that the term "Confidential Information" shall mean: (a) all information and documents in any way relating to the Property, the operation thereof or the sale thereof, furnished to, or otherwise made available for review by Prospective Buyer, its agents, representatives, lenders, financial partners, attorneys, affiliates and employees (each a "Representative" and collectively, "Representatives") who need to know the Information and who are informed by Prospective Buyer of the confidential nature of the Information; and (b) all notes, analyses, compilations, data, studies, reports or other information or documents prepared or obtained by Prospective Buyer or its Representatives containing or based in whole or in part, on the information or documents described in the preceding clause (a), or otherwise reflecting Prospective Buyer's review or investigation of the Property. Confidential Information shall include all such information or documents described in preceding clauses (a) and (b), whether disclosed orally, or disclosed or accessed in written, electronic or other form or media, and whether or not marked or identified as "confidential". Information which is generally available to the public shall not be considered Confidential Information.

Prospective Buyer hereby agrees that all Confidential Information shall be kept strictly confidential and shall not, without CBRE's prior written consent, be disclosed, permitted to be disclosed, released or transferred by Prospective Buyer, except to its Representatives, or by its Representatives, directly or indirectly, for any purpose other than evaluating the possible purchase of the Property. Moreover, Prospective Buyer agrees that the Confidential Information shall be transmitted only to its Representatives who need to know the Confidential Information for the purpose of evaluating the Property, and who are informed by Prospective Buyer of the confidential nature of the Confidential Information and of the terms of this Agreement. If requested by CBRE, concurrently with Prospective Buyer's delivery to its Representatives of Confidential Information, Prospective Buyer agrees to notify CBRE as to such Representatives' identity.

Prospective Buyer's agreement to keep all Confidential Information in the strictest of confidence includes, but is not limited to: (a) an obligation by Prospective Buyer and its Representatives not to directly or indirectly, reveal, report, publish, disclose or transfer any such Confidential Information or information regarding the potential sale of the Property, (b) Prospective Buyer's agreement not to use any such Confidential Information in a way that is detrimental to Owner; and (c) an obligation not to confirm or deny any reports or comments conveyed to Prospective Buyer by others with respect to the Property or the businesses currently conducted at the Property. Notwithstanding the foregoing, Prospective Buyer shall have the right to disclose portions of the Confidential Information to the extent required to comply with any laws or court order or proceedings, provided, however, that, if legally permissible, Prospective Buyer shall take reasonable steps to notify CBRE and the Owner in writing no less than thirty (30) days prior to such required disclosure.

Prospective Buyer further agrees that all: (a) communications regarding a possible purchase, (b) requests for additional information, (c) requests for tours of the Property or management meetings, and (d) discussion or questions regarding the Property will be submitted or directed to CBRE, c/o Tom Dischmann at 801-869-8002 / tom.dischmann@cbre.com. Prospective Buyer shall not contact directly any persons concerning the Property, including, without limitation, Owner's employees, suppliers, tenants, or lenders.

Prospective Buyer's failure to comply, no matter how slight, with the terms and provisions of this Agreement prior to entering into a contract for disposition of the Property entitles the Owner to terminate any dealings or negotiations with Prospective Buyer in connection with the Property, in addition to any and all other rights and remedies allowable by law in respect of such failure to comply, including reasonable attorneys' fees.

Upon CBRE's request, Prospective Buyer agrees to destroy or return the Confidential Information to CBRE, without retaining any copies, computer files, notes, or extracts thereof.

Prospective Buyer agrees that the information to be provided to it has been prepared solely for informational purposes and is designed to assist a potential investor in determining whether it wishes to proceed with an in-depth investigation of the Property. Prospective Buyer agrees that the information may include an Argus analysis diskette, and no obligation by the Owner or of the Owner shall arise by virtue of it receiving the diskette, including any obligation to inform it of any changes to the information contained therein. Prospective Buyer acknowledges and agrees that: (a) no representations or warranties are being made as to the reliability, completeness or accuracy of any information, and Prospective Buyer releases and holds harmless the Owner, Owner's Associated Companies and CBRE, Inc., jointly and severally, without limitation, from and against any and all liability with respect thereto, and any and all actions, suits, claims, demands, losses, costs, and expenses (including attorneys' fees and disbursements) arising out of or in any way related to the use or further distribution of the information supplied in accordance with the terms of this Agreement; and (b) any and all representations and warranties shall be made solely in a fully executed and delivered purchase agreement signed by all parties thereto and shall be subject to the provisions thereof. As used herein, Prospective Buyer acknowledges that the term "Associated Companies" shall mean a business entity of another business entity if one of such business entities: directly or indirectly holds a majority of the voting rights in the other, holds an ownership interest in the other and has the right to appoint or remove a majority of the other's board of directors (or equivalent governing body) or manager, holds an ownership interest in the other and either alone or pursuant to an agreement with other equity interest holders or members controls a majority of the voting rights in the other or has the right to appoint or remove a majority of the other's board of directors (or equivalent governing body) or manager; or if it is an associated company of a business entity that is itself an associated company of the other.

Prospective Buyer acknowledges and agrees that Owner shall in no way be deemed to have agreed to sell the Property or any interest therein or to have made any other agreement or promise except as may be set forth in such fully executed and delivered purchase agreement providing therefore on terms acceptable to it. Consequently, Prospective Buyer understands any other opportunities it may forego and any expenses it may incur on account of the Property will be foregone and incurred at its own risk. Prospective Buyer represents and warrants that it is acting as a principal in the contemplated transaction, and shall not seek a real estate commission from Owner, Owner's Associated Companies or CBRE.

Prospective Buyer acknowledges and agrees that CBRE is acting on behalf of Owner as exclusive agent in connection with the Property. Prospective Buyer agrees not to contact the owner of the Property or to circumvent CBRE in any way. Any transaction shall be negotiated and closed through CBRE as a licensed real estate brokerage in the State of Utah. Prospective Buyer further acknowledges and agrees that should it elect to have representation by a co-broker, Prospective Buyer hereby agrees that any fees earned by or owed to co-broker in connection with this transaction shall be paid by solely by Prospective Buyer.

Prospective Buyer's willingness to sign this Agreement does not constitute, nor shall it be deemed to constitute, any obligation to enter into negotiations with CBRE or Owner with respect to the sale of the Property. No Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Parties. In fulfilling its obligations, pursuant to this Agreement, CBRE and Prospective Buyer shall act and conduct itself independently of the other.

This Agreement represents the entire agreement between and among the Parties concerning the confidentiality and non-disclosure of the information. This Agreement shall not be modified except by written agreement signed by all the Parties.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors, assigns and other legal representatives, and shall further binding upon the contractors and employees of Prospective Buyer.

This Agreement shall be governed and construed in accordance with the laws of the State of Utah. The terms of this Agreement shall expire one year from the date herein. Notwithstanding the expiration of this Agreement, any breach by Prospective Buyer that occurs prior to the date of expiration shall remain actionable by CBRE and Owner, whether the same is known on or prior to the date of expiration.

IN WITNESS WHEREOF, Prospective Buyer intending to be legally bound has executed this Agreement as of the day and year written below.

PROSPECTIVE BUYER:

_____ Dated: _____
Signature

Please print clearly the following:

Name: _____ Title: _____

Company: _____

Phone: _____ Fax: _____

E-mail: _____

Address: _____

City: _____ State _____ ZIP _____