

CONFIDENTIALITY AGREEMENT

Whereas RE/MAX Gold ("**Broker**") acknowledges that it has been requested to and will furnish to the individual/company/organization named below ("**Buyer**") certain information relating to a business or businesses, identified by Number below, that are being offered for sale ("**Seller**"). This information will be used by Buyer for the purpose of negotiating with Seller for the possible purchase by Buyer of the assets relating to Seller's business or an interest therein; and, Whereas Seller desires to maintain the confidentiality of the information disclosed; Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer agrees as follows:

1. NON-DISCLOSURE OF INFORMATION:

Buyer agrees that it will not at any time, without the prior written consent of Seller, disclose any Confidential Information, as hereinafter defined, or permit access to Confidential Information by anyone other than: (a) Buyer's management, (b) Buyer's legal counsel, (c) independent accountants, or (d) other qualified agents retained by Buyer to whom disclosure or access is necessary for Buyer to evaluate the facilities, operations, or personnel of the business.

Disclosure of Confidential Information shall be made to these persons only in connection with the potential acquisition of the Business, and then only if they understand their obligation to maintain the confidentiality of such Confidential Information and to use the same only for the purposes described herein.

Buyer further agrees that neither Buyer nor any other party shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate facilities, operations, and personnel of the Business.

At the close of negotiations as herein contemplated or upon request by Broker or Seller, Buyer will return all records, documents, and memoranda furnished pursuant hereto to Broker and will neither make nor retain any copy, reproduction, or record thereof.

2. DEFINITION OF "INFORMATION" AND "CONFIDENTIAL INFORMATION":

As used herein, the term "information" means all financial information, production information, processes, manufacturing procedures, marketing information, pricing information, correspondence, contracts, customer lists, and any other information (whether written or oral or otherwise) made known to Buyer: (a) from any inspection, examination, or other review of the books, records, machinery, devices, processes, or production methods of Seller; (b) from communications with the directors, officers, employees, agents, or representatives of Seller; or (c) during visits to Seller's premises.

"Confidential Information" means all information as above defined, except Information which prior to or after Buyer's receipt thereof: (i) was or becomes publicly known without disclosure by Seller; or (ii) was or is acquired by Buyer from a third party, provided that such third party in providing such Information to Buyer has not therein breached any agreement with, or acted in derogation of, any confidential relationship with Seller.

3. DISCLAIMER OF BROKER'S LIABILITY:

The information which Broker will provide under this agreement to Buyer has been provided to Broker by the management of Seller. Broker expressly disclaims any and all liability for representations of warranties, expressed or implied, contained in such Information, or for omissions from them. Broker believes such Information to be correct, but has not verified or checked it. Any agreement or decision by Buyer to pursue a transaction regarding the Business should be based on further investigation by the Buyer.

4. EXCLUSIVE REPRESENTATION:

Buyer shall conduct all inquiries into and discussion with any business about which Broker provides information solely through Broker, and shall not directly contact the owner, employees, or other representatives of the business except by prior arrangement with the Broker. Additionally, buyer agrees to negotiate and make all offers for the business through the Broker.

CLIENT:

BUYER: (Company/Individual)

Name of Individuals: _____

Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail: _____

Signature: _____ Date: _____

(Original not required if document is faxed)

Return by fax to: 916-218-7510

Attention: Mark Edwards

RE/MAX Gold