

CONFIDENTIALITY AGREEMENT

I, Kurt Schneider, and/or assignee, (hereinafter referred to as "Buyer") have requested certain information regarding the property located at:

\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter referred to as the "Property"), which information is proprietary, sensitive and confidential (the "Information"), in connection with our possible acquisition of the Property.

In consideration of our \_\_\_\_\_ ("the Company") furnishing the Buyer with the Information, Buyer hereby agrees that it will use the Information solely for the purpose of determining whether it may be interested in entering into negotiations that may result in an agreement with respect to the purchase of the Property and will keep the Information, whether in written or oral form, strictly confidential. In addition, Buyer will keep the existence of this Agreement and possible sale of the Property strictly confidential.

Buyer will not make copies of, or otherwise reproduce the Information, except as is necessary for the above purpose. All Information and all writings, notes or other tangible things furnished to Buyer by us that contain any of the Information, shall be returned to the Company upon the earlier of (i) completion of the purposed contemplated in this Agreement or (ii) sixty (60) days after the date of this Agreement. Materials containing any Information that are prepared by Buyer shall be maintained as confidential or destroyed by Buyer, at its election.

Buyer understands that the unauthorized use or disclosure of the Information may cause the Company to sustain significant damages. In the event of a breach or threatened breach of the provisions of this Agreement by Buyer or its employees, representatives or agents, the Company shall, in addition to the other remedies available at law or in equity, be entitled to an injunction restraining Buyer from utilizing or disclosing any of the Information.

Venue and jurisdiction for any action arising under this letter shall be in California.

Information shall not include any information that (i) is generally available to the public other than because of a disclosure violating this Agreement or (ii) becomes available on a non-confidential basis from a source other than the Company or (iii) can be affirmatively shown was in Buyer's possession prior to its being furnished to Buyer by the Company.

In the event Buyer is requested or required by law to disclose any of the Information, Buyer shall provide the Company with prompt written notice of any such request or requirement so that the Company may seek a protective order or other protective remedy and/or waive compliance with the provision of this letter.

If any part of this Agreement shall for any reason be adjudged to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

AGREED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

Buyer:

Company:

\_\_\_\_\_  
Kurt Schneider  
Maverick Investments

\_\_\_\_\_  
(print company name)

By: \_\_\_\_\_  
Its: \_\_\_\_\_