

MUTUAL NON-CIRCUMVENTION/NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") is entered into by and between **Bill Hoolhorst** on behalf of Venture Real Estate Partners, and Co-Brokers; **Frank Card** on behalf of SF Broker Network and A. **Philip Riedy** on behalf of Riedy Commercial Real Estate (collectively referred to as "Venture Partners"), and _____ on behalf of _____ (hereafter referred to as "Prospect"). The parties may be referred to as "Brokers", "Parties", "Principals"; and either may from time to time be referred to as the Disclosing Party or the Receiving Party depending upon the specific circumstances of each disclosure.

Venture Partners operates a full service real estate brokerage with offices at 235 Sylvan Way, Emerald Hills, CA 94062, 143 El Condor Court, San Rafael, California 94903 and 5771 Salmon Court, Discovery Bay, Ca 94514. Prospect is a _____ and is headquartered at _____ and is a Principal, and/or represents investors, buyers or sellers who may be interested in financing, selling or investing in projects and properties such as those undertaken by Venture Partners and including, but not limited to, offerings on our Web Site entitled (www.venturerealestatepartners.com). This Agreement is entered into for the purpose of facilitating the exchange of information between the Parties so that each may better evaluate the desirability of entering into particular business relationships with each other, or the feasibility of referring clients and/or associates (collectively, "Contacts") to each other for such purposes. This Agreement is interchangeable and can be used by Brokers, as well as, Principals and is intended to protect the privacy of each Party and assure that sensitive investment or business information pertaining to their Contacts will be protected from unauthorized disclosure.

For purposes of this Agreement, Confidential Information shall mean (a) private information concerning real properties, development projects and/or business opportunities in which Venture Partners is the listed broker, or has proprietary knowledge of, and (b) the names, investment objectives, and other financial or business information of Prospect. Confidential Information shall not include information that is in the public domain at the time it is disclosed, is known to the Receiving Party at the time of disclosure, or becomes known to the Receiving Party from a source other than Disclosing Party through no fault of the Receiving Party.

NOW THEREFORE, the parties agree as follows:

1. Whenever a Party to this Agreement discloses Confidential Information to the other Party, the Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party and its clients

and/or associates. It shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.

2. The Receiving Party shall carefully restrict access to the Confidential Information to those of its officers, directors, employees and agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers, financial advisors and members of advisory boards) who clearly need such access in order to participate on behalf of the Receiving Party in the analysis and negotiation of a business relationship or any contract or agreement, or the advisability thereof, with the Disclosing Party. The Receiving Party further warrants and represents that it will advise each of the persons to whom it provides access to any of the Confidential Information pursuant to the foregoing sentence that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party or its Contacts, any of the Confidential Information. The Recipient agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable injury and, therefore, in the event of any such breach, the Disclosing Party shall have the right to specific performance and other injunctive and equitable relief. In no event shall either Party be entitled to recover consequential, exemplary, special or punitive damages as a result of breach of this Agreement.

3. The Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials pertaining to the Confidential Information immediately on the written request of the Disclosing Party.

4. This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of each party and shall inure to the benefit of the assigns and successors of the other party.

5. Neither Party shall incur any obligation under this Agreement to refer any specific business opportunities to the other, and each shall at all times retain the right to act in the best interests of its own Contacts. Each Party shall comply with all legal and professional ethical obligations associated with their respective roles in any business transactions that may arise under this Agreement, and they agree to cooperate with each other to confirm such compliance.

6. This Agreement constitutes the sole understanding of the parties concerning the subject matter hereof and may not be amended or modified except in a writing signed by each of the parties to the Agreement. The parties agree that, where appropriate, they will share equitably in brokerage fees or similar compensation attributable to client referrals or their joint efforts. The details of such compensation arrangements shall be determined and memorialized in a subsequent written agreement between the parties. All parties to this agreement agree to respect each other relationships and not to circumvent each other by working directly with business associates, clients and/or third parties introduced by one party to the other. The parties may introduce each other to individuals or companies that have value in the current project or in future projects. It is understood that the introducing party retains ownership of such a referral and that the other party cannot deal directly with such referred individual or company (or their

associates) without the written consent of the referring party. Any offer to purchase, lease, funding, joint venture, or any financial event, shall include a mutually agreed upon commission and/or finder fee agreement between Brokers and Parties named herein, regardless of whether paid by seller, buyer, user or a combination thereof.

7. Venture Partners is a collaborative effort of Real Estate Brokers to find and present the best of off-market properties, businesses and investment opportunities to interested parties. Our expertise lies in commercial real estate and it is understood that financing transactions, as it relates to any public or private offering of convertible debt, common or preferred stock or any other security or investment instrument of the Prospect, (“Financing”) Venture Partners is acting as a conduit only, is not a licensed securities broker or dealer, and shall have no authority to enter into any commitments on the Prospect’s behalf, or to negotiate the terms of any Financing, or to hold any funds or securities in connection with any Financing to perform any act which would require Venture Partners to become licensed as a securities broker or dealer under applicable state or federal law.

8. Venture Partners believes all disclosed information to be correct but assumes no legal responsibility for its accuracy. Prospective buyers should independently verify such information to their own satisfaction. Offerings are subject to prior sale, change or withdrawal without notice.

9. This Agreement shall run for thirty six (36) months from the date shown below and be governed by the laws of the State of California. Any controversy or claim arising out of or relating in any way to this agreement shall be settled exclusively by binding arbitration in San Mateo, California in accordance with the relevant arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in such proceedings shall be entitled to recover all costs of arbitration, including reasonable attorney fees.

Dated: _____

Venture Real Estate Partners:

Company _____ :

By: _____

Bill Hoolhorst, Broker

Lic: #01504785

By: _____

Name: _____

Title: _____

SF Broker Network:

Riedy Commercial Real Estate:

By: _____

Frank Card, Broker

Lic: #00571138

By: _____

Phil Riedy, Broker

Lic: #00270578