

## CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT

Confidentiality and Non-Disclosure Agreement from \_\_\_\_\_ its partners, clients and affiliates (prospective "Buyer/Agent"), and REMAX/Full Spectrum Inc ("Agent/Broker"), its agents, affiliates and employees, to REMAX Full Spectrum, ("Broker"), in connection with the potential purchase and sale of the Subject Real Property known as "HBG Premium" located in California hereinafter referred to as ("Property").

Various confidential information and data is being provided to Buyer and Broker(s) in contemplation of a purchase of the Property by Buyer, procured by Broker(s). Such confidential information and data shall be hereinafter be referred to as ("Information") and may include, but not be limited to; economic proformas, rent rolls, rental rates, leases expirations, historical operating statements, etc.. This Information is highly confidential and is being provided solely for the use of Buyer in evaluating Buyer's potential purchase of the Property. **The spirit and intent of this Agreement is to obtain the promise from Buyer and Broker(s) that neither Buyer nor Broker(s) will share the Information with any unauthorized third-party and that Buyer and Broker(s) shall not make any contact whatsoever with any tenant occupying the property without the express written consent of REMAX Full Spectrum Inc or other authorized agent of seller.** Consequently, Buyer and-Broker(s) hereby agree to the following:

1. The Information shall not be copied or reproduced in any manner without prior written approval of REMAX Full Spectrum Inc.
2. The Information shall be used solely by the above referenced Buyer. To the extent Information is to be provided for review by anyone else within Buyer's or-Broker's organizations or any related affiliation, Buyer and Broker(s) hereby agree it shall not be provided or disseminated without first obtaining the written approval of REMAX Full Spectrum Inc. In the event of such approval, Buyer and Broker(s) shall cause such person(s), organization(s) and/or affiliations to also sign a confidentiality and non-disclosure agreement in a form acceptable to REMAX Full Spectrum Inc prior to receiving such information.
3. Except as expressly allowed under Paragraph (2.) above, the contents of the Information, including without limitation, any additional information or data concerning the Property or the transaction contemplated by the Parties, Buyer and Broker(s) hereby agree that they shall not discuss with, disclose or divulge to, any other person or organization other than as expressly allowed hereunder.
4. In the event Buyer, or any related entity thereof, does not purchase or acquire title to the Property prior to **December 31st, 2011**, or if for any reason Buyer is no longer pursuing its purchase of the Property, the Information shall be returned to Full Spectrum Properties Inc immediately and all studies, analysis or information derived there from shall be destroyed or returned to REMAX Full Spectrum Inc
5. Buyer and Broker(s) hereby indemnify and hold REMAX Full Spectrum Inc. harmless from and against any claims, actions, damages, liabilities, expenses and other losses incurred or suffered by the owner of the Property arising out of the disclosure or divulgence by Buyer and/or Broker(s) of any of the Information in violation of this Agreement.
6. Buyer and Broker(s) expressly agree that the owner of the Property and/or REMAX Full Spectrum Inc shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement by Buyer and/or Broker(s). The provisions of this Paragraph (6.) shall not be deemed in any way to limit the

available remedies which the owner of the Property and/or REMAX Full Spectrum Inc may pursue as a result of Buyer's and/or Broker's breach of this Agreement, including the recovery of consequential damages from Buyer and/or Broker.

7. This Agreement is reciprocal and binds REMAX Full Spectrum Inc. to the same indemnification and grants Buyer and Broker(s) full rights as described in Paragraph (6.) herein.
8. This Agreement may be executed in multiple counterparts by electronic facsimile(FAX) and/or electronic mail(e-mail) which when taken together shall constitute one original document.

HEREBY EXECUTED to be effective as of \_\_\_\_\_, 2011.

BUYER: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date \_\_\_\_\_

BROKER: REMAX Full Spectrum/NorCal Vineyards

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

Title: Listing Agent