

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RV PARK, EASTERN WASHINGTON

The effective date of this Agreement is the first date as recorded below or the date received by Prospective Buyer ("Buyer") or Buyer's Agent ("Buyer's Agent") as identified below. In consideration of being provided Confidential Information (as hereafter defined), Buyer and Buyer's Agent, if any, agree as follows:

Robb Turner, Regency Group, Inc. and related entities ("Listing Agent") has prepared property information on behalf of the Owner of the subject property ("Owner"). This property information has been prepared for the Buyer's limited use in the acquisition of a certain property, specifically an RV Park in the Eastern Region of Washington State as fully disclosed upon execution of this Agreement ("Property"). This information is not intended to provide a necessarily accurate summary of the Property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information, which Buyers may need or desire. All financial projections are based upon current facts and assumptions and therefore may be subject to variation. This property information does not constitute an indication that there has been no change in the business or affairs of the Property since the date of its preparation. The Property location and additional information will be made available to interested and qualified Buyers through Listing Agent once this Agreement is executed. **By signature below, Buyer and Buyer's Agent agree not to visit the property or disturb the Tenants or Owner without the prior consent and arranged appointment through the Listing Agent. There shall be no "formal" inspection of the Property without a fully executed Purchase and Sale Agreement between the parties.**

This information, all other related property information and the contents, except such information, which is a matter of public record or is provided in sources available to the public ("Contents"), are of a confidential nature and are not to be made available to persons not receiving copies directly from Listing Agent. By accepting any of the information, you agree that you will hold and treat it with the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the information or any of the Contents to any other entity (except for advisors retained by you for your determination of whether or not to make an offer) without prior written authorization of the Owner or Listing Agent, and that you will not use the information or any of the Contents in any fashion or manner detrimental to the interests of the Owner or Listing Agent. Neither the Owner nor the Listing Agent nor any of their respective officers, agents or principals has made or will make any representations or warranties, expressed or implied, as to the accuracy or completeness of the Contents, and no legal commitment or obligation shall arise by reason of the Contents. Analysis and verification of the information contained in the shared information is solely the responsibility of the Buyer.

The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers to purchase the Property and/or terminate discussions with any entity at anytime with or without notice. The Owner shall have no legal commitment or obligations to any entity reviewing the Contents or making an offer to purchase the Property unless and until the Owner accepts such offer for the Property, a formal purchase and sale agreement is signed, and any conditions to the Owner obligations thereunder have been satisfied or waived.

Should the undersigned choose to engage the services of a buyer's agent, Listing Agent's maximum responsibility to Buyer's Agent, if any, shall be limited to a **TWO (2%) PERCENT** Buyer Procurement Fee and Buyer and Buyer's Agent will hold Owner and Regency Group Inc. harmless from any claims by third parties seeking additional compensation in connection with the contemplated transaction. Buyer's Agent shall disclose to Listing Agent, in writing, if any additional compensation is anticipated from the Buyer or any other party regarding this transaction.

This information is subject to modification and/or withdrawal from the market by Owner at any time without prior written notice. The term of this Agreement shall be one (1) year from the effective date hereof; provided, that if Owner delivers a written notice to Buyer or Buyer's Agent of any claim or cause of action arising hereunder during such one (1) year period, then such claim or cause of action shall survive said one (1) year period.

Agreed and accepted by Prospective Buyer:

Company Name: _____

By: _____ Date: _____
(Signature)

Name: _____ Title: _____
(Print Name)

Address: _____ Phone: _____ Fax: _____

_____ Email: _____

Agreed and accepted by Buyer's Agent (if any):

Company Name: _____

By: _____ Date: _____
(Signature)

Name: _____ Title: _____
(Print Name)

Address: _____ Phone: _____ Fax: _____

_____ Email: _____

UPON EXECUTION PLEASE RETURN TO **ROBB TURNER** (Listing Agent)

425-454-4000

425-451-1642 (fax)

robb@regencygroupinc.com