

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Nondisclosure and Confidentiality Agreement (the “Agreement”) is made and entered into this ___ day of _____, 20__ by and between RE Loans, LLC, a California limited liability company and its affiliates and related entities (collectively the “Company”) and _____, a _____ (“Recipient”).

In connection with the evaluation by Recipient of a possible purchase transaction (the “Transaction”) with the Company, Recipient has requested from the Company certain confidential and other information concerning the Company, its assets, operations and liabilities.

Recipient agrees to treat any information provided to it by the Company, whether furnished to Recipient before or after the date of this Agreement, together with any and all analyses or other documents prepared by Recipient or any of its directors, officers, employees, advisors, attorneys, accountants, consultants, operating partners, representatives, investors (including but not limited to co-investors in the potential Transaction) or lending institutions (collectively, “Representatives”) to the extent they contain or otherwise reflect such Company provided information (collectively, “Confidential Information”) in accordance with this Agreement. Recipient agrees to keep the Confidential Information disclosed to it by Company confidential and to us it only for the purposes described herein, except as Company may otherwise agree in writing and shall not disclose the Confidential Information to anyone other than those of its employees or Representatives with a need to know the same.

The term “Confidential Information” does not include information which (a) is in the public domain at the time of disclosure to Recipient or thereafter becomes part of the public domain, or (b) is known to Recipient at the time of its disclosure or becomes known to Recipient without breach of this Agreement.

The Confidential Information will be used solely for the purpose of evaluating the Transaction between the Company and Recipient, and will be kept confidential by Recipient and its Representatives, except to the extent that disclosure (a) has been consented to in writing by the Company, (b) is required by law or other applicable judicial or governmental order, or (c) is made to Recipient’s Representatives who need to know such information for the purpose of evaluating the Transaction (it being understood that such Representatives shall be informed by you of the confidential nature of the Confidential Information and shall agree in writing to comply with the terms of this Agreement). In any event, Recipient shall be responsible for any disclosure of Confidential Information by your Representatives that would constitute a breach of this agreement.

In addition, without the prior written consent of the Company, Recipient will not, and will direct its Representatives not to, disclose to any person (other than your Representatives) (a) that the Confidential Information has been made available to

Recipient or its Representatives, (b) that discussions are taking place concerning a Transaction, or (c) any terms or other facts with respect to the Transaction, including the status thereof.

Moreover, Recipient will not, and will direct and get the written agreement of its Representatives not to, purchase or attempt to purchase or otherwise engage in trading of claims against the Company (including, without limitation, claims held by trade creditors, bank lenders, other secured lenders or any other parties).

In the event that Recipient or any of its Representatives are requested or required by judicial, legislative or regulatory process to disclose any Confidential Information, Recipient will provide the Company with prompt, advance notice (to the extent legally permissible) of any such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Company waives compliance with the terms hereof, Recipient may disclose only that portion of the Confidential Information which is legally required.

In the event Recipient breaches its obligations under this Agreement, Recipient acknowledges that Company shall suffer irreparable damage and Recipient therefore agrees that Company shall have the right to seek and obtain, without any interference from Recipient, a temporary restraining order and/or preliminary injunction against Recipient, enjoining further breaches of this Agreement by Recipient. Further, Recipient hereby consents to defend, indemnify and hold Company harmless, in the event Recipient breaches this Agreement, for any and all damages, including attorney fees, sustained or incurred by Company, as a result of Recipient's breach of this Agreement.

The Company does not make any representations or warranties as to the accuracy or completeness of the Confidential Information. Only those representations or warranties which are made by the Company in a final definitive agreement regarding a Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

Within ten days after request by the Company, Recipient will return or destroy all Confidential Information. Any destruction of materials shall be confirmed by Recipient in writing. Any Confidential Information that cannot be returned or destroyed (such as oral Confidential Information) shall remain confidential, subject to the terms of this Agreement.

This Agreement binds the parties only with respect to the matters expressly set forth herein. As such, unless and until a subsequent definitive written agreement regarding a Transaction between the Company and Recipient has been executed, (a) neither the Company nor Recipient will be under any legal obligation of any kind whatsoever to negotiate or consummate a Transaction, and (b) Recipient and the Company shall have no claim whatsoever against the other, or any of such party's

respective directors, officers, owners, affiliates or representatives arising out of or relating to any Transaction (other than those arising under this agreement).

Recipient hereby acknowledges that it is aware, and further agrees that:

1. Recipient will advise its Representatives, that Federal and State securities laws prohibit any person who has material, non-public information about a company from purchasing or selling securities of such a company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities, and
2. Except as part of a Transaction agreed to by the Company, neither Recipient nor its Representatives, nor any Representatives who are operating partners or investors will (a) purchase or otherwise acquire, or make any offer or other proposal to purchase or otherwise acquire, any claims against the Company, or (b) propose or otherwise knowingly support, or knowingly assist any other entity in proposing or otherwise supporting, a chapter 11 plan of reorganization for the Company or other transaction involving the Company.

This Agreement shall be governed by the internal laws of the State of California, without regard to conflict of laws principles. This Agreement may be amended only in writing. No failure or delay by the Company in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such a determination shall not affect the validity and enforceability of the remainder of this Agreement.

This Agreement represents the entire understanding between the parties with respect to the Confidential Information, and no waiver, alteration or modification of any of the provisions hereof shall be binding on the parties unless in writing and signed by duly authorized representatives of the parties. This Agreement shall be binding on the parties, their successors and assigns.

Recipient's obligations under this Agreement shall remain in effect for a period of twelve months from the date hereof, unless and until this Agreement is terminated by the Company or is superseded by another agreement with you that concerns your use of the Confidential Information.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement and may be executed via facsimile or electronic mail.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Accepted and agreed to as of the _____ day of _____, 20____

RECIPIENT

COMPANY

Company: _____

R. E. LOANS, LLC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Address: _____

Telephone: _____

Email: _____

Please sign and return by email to:

Casey Feldser

Land Advisors Organization

661.702.9080 x10

cfeldser@landadvisors.com