

CONFIDENTIALITY, NON-DISCLOSURE AND NON-USE AGREEMENT

THIS CONFIDENTIALITY, NON-DISCLOSURE AND NON-USE AGREEMENT ("**Agreement**") is entered into as of the ____ day of _____, 2008, between _____ a(n) _____ ("**Buyer**") and _____ ("**Receiver**"), solely in his capacity as the court-appointed receiver for certain assets (the "**Assets**") owned by _____, an Arizona limited liability company ("_____"). In such capacity, Receiver is acting with respect to this Agreement by and through MCA Financial Group, Ltd., an Arizona corporation ("**MCA**"). As used herein, "**MCA Parties**" shall mean, collectively, Receiver, _____, MCA, and MCA's officers, directors, shareholders, trustees, partners, employees, members, managers, agents, affiliates, outside legal counsel and accounting firm. As used herein, "**Buyer Parties**" shall mean, collectively, Buyer and Buyer's officers, directors, shareholders, trustees, partners, employees, members, managers, agents, affiliates, outside legal counsel and accounting firm. Buyer and MCA are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

- A. Buyer has expressed an interest in acquiring a portion of the Assets (such acquisition being referred to herein as the "**Potential Transaction**").
- B. Buyer desires to obtain and review the Confidential Information (as defined below) for the specific limited purpose of evaluating the Potential Transaction.
- C. MCA desires to provide the Confidential Information to Buyer for the limited purpose stated above, subject to the terms and conditions of this Agreement.
- D. The Assets are collateral for a credit facility where _____, a _____ ("**Bank**") is agent bank. As a result of pending foreclosure proceedings under the foregoing credit facility, title to the Assets may be conveyed to _____ or an affiliate of _____, and the Bank or its affiliate may (in its sole and absolute discretion) thereafter offer the Assets for sale through its agent, MCA Brokerage Services, LLC, an Arizona limited liability company ("**MCA Brokerage**"). As used in this Agreement, the "**Bank**" shall mean _____ or its affiliate that acquires any of the Assets.

AGREEMENT

1. Confidential Information. As used in this Agreement, "**Confidential Information**" shall mean any and all information, written or oral, related to _____ and/or the Assets, including but not limited to, any due diligence, data, information, products, research and development, production, costs, finances, customers, marketing, plans, programs, processes, costs, operations, profits, losses, forecasts, names of vendors, intellectual property, trade secrets and know-how which may be reviewed by or disclosed to Buyer or which directly or indirectly

come within the knowledge of Buyer. Confidential Information shall also include all documents, files, appraisals, analyses, reports, memoranda, data or other information created by Buyer in connection with its review of any of the foregoing information, and also the fact that any or all of the foregoing items and information exists.

2. Buyer's Obligations Regarding Confidential Information. Buyer shall treat as confidential all Confidential Information, shall not use such Confidential Information except as set forth in this Agreement and shall not disclose such Confidential Information to any third party (subject to Paragraph 3 below). Notwithstanding the foregoing, Buyer shall not be liable under this Agreement with regard to the disclosure by Buyer of any Confidential Information which Buyer can prove:

(a) was in the public domain at the time it was disclosed or has entered the public domain, in each case without breach by Buyer of this Agreement or breach by any third party of any other confidentiality agreement;

(b) is disclosed with the prior written approval of MCA, which may be withheld in MCA's sole and absolute discretion; or

(c) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Buyer shall provide prompt notice thereof to MCA to enable MCA to seek a protective order or otherwise prevent or restrict such disclosure.

3. Disclosure to Necessary Parties. Buyer may disclose Confidential Information to any of the Buyer Parties to the extent these parties need to know such information for the sole purpose of Buyer's evaluation of the Potential Transaction. Buyer shall inform such parties of the confidential nature of such information and shall direct them to treat such information with strict confidence. Buyer shall be liable for any violation of this Agreement by any Buyer Party.

4. Term. This Agreement shall expire and terminate upon the date that is two (2) years after the date first set forth above. Notwithstanding the foregoing, the provisions of Paragraphs 5, 7 and 11 of this Agreement shall survive any termination hereof.

5. Indemnity. Buyer shall indemnify, defend and hold harmless each of the MCA Parties for, from and against any and all claims, causes of action, demands, liabilities, damages, costs and expenses of any kind or nature (including, without limitation, all reasonable attorneys' fees and costs) incurred by or on behalf of any MCA Party directly or indirectly (i) arising out of, or as a result of, the use or disclosure of the Confidential Information (other than disclosures permitted under Paragraph 3 above and Confidential Information described in Paragraph 2 above) by any Buyer Party or other person or entity that may have gained access to the Confidential Information (other than Confidential Information described in Paragraph 2 above) directly or indirectly through or as a result of any Buyer Party, other than as expressly permitted by the terms hereof, or (ii) arising out of, or as a result of, any breach or violation of any representation, warranty or agreement herein.

6. Communication with Third Parties. Buyer shall, and shall require all Buyer Parties to, keep confidential and not disclose to any third party the existence of the Potential

Transaction or any discussions, negotiations, or agreements regarding the Assets or the Potential Transaction. Additionally, Buyer shall not, and shall not authorize any other person or entity to, communicate regarding the Assets or the Potential Transaction with any person or party connected with, related to, or whose name is obtained from the Confidential Information without prior written consent of MCA, which consent may be withheld in MCA's sole and absolute discretion.

7. No Representations or Warranties. Appraisals, market studies, environmental, accounting, engineering and other reports, studies or surveys covering any of the Assets, to the extent included in the Confidential Information, are for information purposes only and should not be relied upon as indicators of the value or the future performance of any of the Assets or for any other purpose. MCA has not participated in the preparation of these materials, nor has it independently verified the information contained therein. MCA makes no representation or warranty whatsoever regarding the Confidential Information, including, without limitation, any representation or warranty regarding the accuracy or completeness thereof, or of any discussions with any MCA Parties which have resulted, or which may result, from the Confidential Information. As to the Confidential Information and such resulting discussions, Buyer shall have no recourse against MCA in the event of any errors therein or omissions therefrom.

8. Use of Confidential Information; Return to MCA. Buyer shall not use any of the Confidential Information in any way which is detrimental to any MCA Party or for any purpose other than evaluating the Assets for the sole purpose of the Potential Transaction. Buyer shall, promptly upon MCA's request, return to MCA all Confidential Information, whether furnished to Buyer or created by Buyer at any time, retaining copies only as may be required to comply with any applicable regulatory requirements; provided, however, that such copies shall remain subject to the terms and conditions of this Agreement.

9. Injunctive Relief. Any breach of this Agreement may cause irreparable harm to all or any of the MCA Parties, and shall entitle MCA to injunctive relief in addition to all legal remedies. Buyer shall pay any MCA Party all attorneys' fees, expert witness fees, investigation costs, costs of tests and analysis, deposition and trial transcript costs, court costs and other costs and expenses incurred by such MCA Party in enforcing this Agreement or preparing for legal or other proceedings, whether or not instituted. If any legal or other proceedings are instituted, Buyer shall pay the applicable MCA Parties all of the aforementioned costs, expenses and fees, and if any judgment is secured by any MCA Party, all such costs, expenses, and fees shall be included in such judgment, attorneys' fees to be set by the court and not by the jury.

10. No Partnership, Third Party Beneficiary. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between MCA and Buyer. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, corporation or other entity not a Party hereto (including, without limitation, any broker), and no such party shall have any right or cause of action hereunder; provided, however, _____ (while it is the owner of the Assets) and the Bank (upon its acquisition of any of the Assets) shall be a third party beneficiary of this Agreement, and shall be entitled to enforce the terms thereof.

11. Limitation of MCA Liability. Buyer acknowledges that Receiver is executing this Agreement solely in his capacity as the court-appointed receiver for the Assets, and is acting by and through MCA. Buyer further acknowledges that MCA is providing the Confidential Information solely in furtherance of Receiver's duties with respect to the Assets, and that the Assets are currently owned by _____. Notwithstanding anything contained in this Agreement to the contrary, no MCA Party shall incur personal liability or culpability under this Agreement, and Buyer, for itself and each of the Buyer Parties, hereby releases, acquits and forever discharges each of the MCA Parties from any and all claims which any Buyer Party has or may have in the future, arising from or relating to the Confidential Information, this Agreement, or the Potential Transaction.

12. No Contract for Potential Transaction. Neither this Agreement, nor the disclosure of Confidential Information, nor ongoing discussions and correspondence by the Parties, shall constitute or imply a commitment or binding obligation regarding a Potential Transaction. If, in the future, Buyer and MCA or a subsequent owner of the Assets elect to enter into a binding commitment for the Potential Transaction, such commitment will be explicitly stated in a separate written agreement. The Parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the Potential Transaction without execution of such separate written agreement.

13. Buyer's Broker. *The Parties acknowledge that, pursuant to a separate agreement between Buyer and _____ ("**Broker**"), Buyer is represented by Broker in connection with the Potential Transaction. Broker is a Buyer Party under this Agreement and, by executing this Agreement, is directly bound by and directly subject to all of the terms, conditions, rights and obligations set forth in this Agreement, as though Broker were substituted for Buyer herein. Buyer and Broker represent and warrant that no real estate sales or brokerage commission or like commissions are or may become due from any party in connection with this Agreement, except as may be provided in a separate written agreement executed on behalf of the party or parties charged.*

[THE "BUYER'S BROKER" PARAGRAPH IS FOR USE ONLY WHEN BUYER IS REPRESENTED BY ITS OWN BROKER.]

14. Jurisdiction; Venue. The Parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Arizona and of the United States of America located in the City of Phoenix, Arizona for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby and the Parties agree not to commence any action, suit or proceedings relating thereto except in such courts.

15. Choice of Law. This Agreement shall be governed by the laws of the State of Arizona without giving effect to the principles of the conflict of laws.

16. Assignment. Buyer shall have no right to assign its interest under this Agreement without the consent of MCA in its sole and absolute discretion, and any attempted assignment without such consent shall be void. If the Bank acquires any of the Assets, MCA's interest in this Agreement shall be automatically assigned to MCA Brokerage, but MCA shall retain its rights and remedies hereunder on a non-exclusive basis.

17. Notices. No notice, consent, approval or other communication provided for herein or given in connection herewith shall be validly given, made, delivered or served unless it is in writing and delivered personally, sent by overnight courier for next business day delivery, or sent by registered or certified United States mail, postage prepaid, with return receipt requested, or sent by facsimile with receipt confirmed, if to:

MCA, at: MCA Financial Group, Ltd.
4909 North 44th Street
Phoenix, Arizona 85018
Attn.: _____
Fax No.: (480) 247-4130
Email: ____@mca-financial.com
Tel: (602) 710-25__

Buyer, at: _____

Attn.: _____
Fax No.: (____) ____-____
Email Address:
Tel: (____) ____-____

or to such other addresses as any Party hereto may from time to time designate in writing and deliver in a like manner to the other Party. Notices, consents, approvals, and communications given by mail shall be deemed delivered upon the earlier of (i) upon delivery to the respective addresses set forth above if delivered personally, (ii) one (1) business day after deposit with an overnight courier, if sent by overnight courier for next business day delivery, (iii) three (3) business days after deposit in the United States mail in the manner provided above, or (iv) if sent by facsimile, the day of sender's receipt of confirmation of facsimile, if such confirmation occurs prior to 5:00 p.m., Phoenix, Arizona time on a business day, otherwise the first business day after such confirmation occurs.

18. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between and reflects the reasonable expectations of the parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by a written agreement executed by all of the Parties.

19. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed an original, but all counterparts shall constitute but one agreement. Facsimile signatures shall be valid as originals.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

MCA:

MCA FINANCIAL GROUP, LTD., an Arizona corporation

By: _____

Name: _____*

Title: _____

*Executed solely in his capacity as the court-appointed receiver for the above-described Assets, acting by and through MCA Financial Group, Ltd.

BUYER:

By: _____

Name: _____

Title: _____

For use when Buyer is represented by its own broker:

*The undersigned ("**Broker**") acknowledges that, pursuant to a separate agreement between Buyer and Broker, Buyer is represented by Broker in connection with the Potential Transaction, and that Broker is directly bound by and directly subject to all of the terms, conditions, rights and obligations set forth in this Agreement, as though Broker were substituted for Buyer in the Agreement.*

By: _____

Name: _____

Its: _____