

REGISTRATION & NON-DISCLOSURE AGREEMENT

All Business Opportunities are CONFIDENTIAL. This form is intended to be used by prospective Buyers only. Please call in if you are an Agent or Broker.

In consideration of Compass Commercial, hereinafter called "COMPASS", supplying me with confidential information concerning the following businesses I agree to use such confidential information obtained only for purposes of evaluation to purchase. I further agree not to divulge such information to others, except to secure professional advice, for a period of 5 years. I further agree not to directly contact the owner, employees, customers, suppliers or disturb any business relationship of the sellers without first obtaining seller's permission through COMPASS. I agree that I won't recruit or hire any employees for three years after my introduction to the business. All seller communication is to be arranged through COMPASS.

If I decide that I do not wish to pursue the proposed acquisition, I will advise COMPASS of this fact and return to COMPASS all proprietary information furnished without keeping copies of any of that information.

I understand COMPASS strongly recommends I seek professional legal and tax advice and that I shall bear costs and expenses for conducting the due diligence investigation and negotiations undertaken herein.

Should I, or anyone to whom I have introduced the confidential business listing that you previously presented to me, purchase or acquire an interest in any of those businesses, I agree to conduct all negotiations through your office. I understand that the seller will be responsible for the payment of the commission to COMPASS. I further understand and agree that if I should purchase all or any portion, lease, become a manager of, or come into possession of the business through direct negotiations with the seller, and without COMPASS's involvement, within one year from date hereof, then a commission is due COMPASS and the Seller and I will assume responsibility for the payment of that commission.

I understand the seller has provided all claims and information and that COMPASS makes no representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to me under this

agreement. I assume full responsibility for my reliance upon such information and expressly waive all rights of recourse, if any, against COMPASS for my reliance thereon. I shall assume all responsibility for my own due diligence.

I acknowledge this agreement is for the purpose of protecting the confidentiality of the seller. I understand that should I violate this trust and agreement, I will subject myself and the parties to who the information was released, to legal action for jeopardizing and compromising the businesses in review and can be liable for attorney's fees, court costs, and damages resulting from said violation of trust.

I am not affiliated with or representing any governmental, administrative or investigative agency, and information provided or obtained through COMPASS shall not be used to the detriment of COMPASS or any of the businesses represented by COMPASS.

Should any controversy arise as a result of this agreement, COMPASS and I hereby agree to have the matter settled by arbitration in Bend, Oregon in accordance with the commercial rules of the Arbitration Service of Portland without the necessity of a court order. All rights of discovery allowed by law may be used and the prevailing party shall be entitled to actual attorney fees and costs. Any decision shall be final and binding upon myself and COMPASS.

I understand COMPASS represents the seller and may act as dual agent representing the Seller and me in this transaction. I further acknowledge this agreement applies to all businesses introduced to me by COMPASS, now or in the future. I acknowledge that I have received a signed copy of this agreement.

This agreement covers all business opportunities represented by COMPASS and/or presented to me by COMPASS.

Fill out entirely, be legible and fax or e-mail back to the address below.

Print Name: _____

Date: _____

City I Live in: _____

State & Zip: _____

Fax: _____

Telephone: _____

E-mail: _____

Signature: _____