

NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

ASSET ENHANCEMENT SERVICES, LLC, a Nevada Limited Liability Company, and/or its' agents, representatives and affiliates ("AES") has furnished and/or is furnishing _____ ("Recipient") certain oral and written information, and may furnish additional information in the future that is considered by AES to be confidential in scope and nature ("Information"). Such Information will be furnished in connection with the acquisition and/or divestiture of real properties, loans, or options to purchase real properties or loans ("Assets") which AES is actively pursuing in behalf of AES or AES clients.

By executing this Agreement, Recipient agrees to keep confidential any and all Information given or disclosed to it by AES concerning the Assets and/or organizations which are identified to Recipient or its' agents or representatives in connection with AES's attempts to acquire and/or sell said Assets. Information shall not include information which (i) is generally available to the public other than as a result by Recipient or Recipient's directors, officers, agents, principal attorney or representatives, (ii) was lawfully in Recipient's possession prior to any disclosure by AES to Recipient, or (iii) was provided to Recipient by a source other than AES. Further, Recipient affirms and acknowledges that any Information it has received and will receive from AES before or after the date of execution of this Agreement is confidential.

Recipient agrees that it will not use, nor will it permit to be used, the Information for a purpose otherwise than for its evaluation of the Assets in the interests of AES or for such purposes as may be mutually agreed upon in writing between Recipient and AES. Recipient agrees it will not disclose, divulge, provide or make accessible the identity of the Assets nor will it transmit or otherwise disclose any of Information to any person or party without AES's written consent except only to the extent necessary to those bankers, lenders, accountants, attorneys or advisors (including rating agencies) who need to know such Information for the purposes of a transaction within the scope of this Agreement or as required by law, statute, rule, regulation, or judicial process, and only to fulfill the objectives and best interests of AES. It is agreed that prior to any Information being transmitted, conveyed or otherwise disclosed to any person or party, Recipient will inform said person or party of the confidential nature of such Information and will direct said person or party to treat such Information as confidential and, if requested in writing by AES, to direct them to first execute and deliver in the form of this Agreement an acknowledgement of the confidentiality of the Information.

Recipient agrees further that without the prior written consent of AES it will not disclose or permit any of its officers, directors, employees, agents or representatives to disclose, or permit to be disclosed, to any person or party the fact that discussions or negotiations are taking place concerning the Assets, except as allowed pursuant to the terms and conditions herein set forth. It is agreed that Recipient shall return promptly all original and duplicate copies of said Information, without retaining any copies, should AES so request in writing, unless otherwise required by law. This Agreement shall be governed and construed in accordance with the laws of the State of Nevada. This Agreement shall be terminated upon the earlier to occur of (i) the closing of a transaction involving the assets, or (ii) one year from the date executed below.

Nothing herein shall be deemed to prevent Recipient from engaging in its ordinary course of business activities provided Recipient implements *Chinese Wall* procedures to restrict the flow of information. By providing this document to Recipient, AES acknowledges that Recipient's receipt and evaluation of the Information shall not be deemed a commitment by Recipient to consummate a proposed transaction.

RECIPIENT:

Date: / /2005

By:

Print name and title: