

CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into, as of _____, 20____
("Effective Date"), by and between Sunrise Properties I, LLC ("Company"), a limited liability company, and _____, a(n)
 individual, partnership, limited liability partnership, corporation, limited liability company or other: _____ (check the appropriate box)
("Recipient"). "Company" and "Recipient" include, in addition to the above-named parties, all current and future subsidiaries and affiliates of Company and Recipient. Company and Recipient are referred to herein collectively as "the Parties".

1. Definition of Confidential Information. "Confidential Information" or "CI" means (i) proprietary or confidential information regarding Company, including, without limitation, business, financial and customer information relating to its customers including the existence and content of any negotiations, discussions or consultations in progress, sales, plans, forecasts, (ii) the existence and content of any negotiations, discussions or consultations in progress between the Parties and (iii) any information made known to Recipient and which Company has received from others that Company is obligated to treat as confidential, whether or not marked as confidential. "Confidential Information" does not include information that was in Recipient's possession on a non-confidential basis before receipt from Company, as evidenced by written records; information lawfully received free of restriction from another source having the right to furnish the information without restriction; information that has become generally available to the public without breach of this Agreement; or information that was developed by Recipient independently of and without reference to CI.

2. Nondisclosure of CI and Non-Competition. Recipient will hold CI in strict confidence and will not use, disseminate or in any way disclose CI to any person or entity except to the extent necessary to accomplish real property assessment and transactions(s) ("Purpose"). Recipient shall not use CI in any competitive manner and further acknowledges that Recipient is in no way in direct or indirect competition with Company in the past, present or during the term of this agreement. Recipient shall make no more copies of CI than is reasonably necessary. Recipient will treat all CI with the same degree of care as Recipient accords to Recipient's own confidential information, but in no case less than reasonable care. Recipient will disclose CI only to those of its employees and agents who have a need to know such information to assist Recipient accomplish the Purpose. Recipient certifies that each such employee and agent will have agreed, either as a condition of employment or as a prerequisite to receipt of CI, to be bound by terms and conditions substantially similar to those by which Recipient is bound under this Agreement. Recipient will immediately give notice to Company of any unauthorized use or disclosure of CI, and will assist Company in remedying any such unauthorized use or disclosure. A disclosure of any CI in response to a valid order by a court or other governmental body, or as otherwise required by law, will not constitute breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient will provide prompt prior written notice thereof to Company to enable Company to seek a protective order or otherwise prevent such disclosure. Recipient agrees to indemnify and hold Company harmless from and against any and all claims, liabilities and expenses (including attorney fees) arising out of or relating in any way whatsoever to its disclosure of CI in violation of this Agreement. The terms

of this Section 2 shall apply and be enforceable during the term of this Agreement and thereafter in perpetuity.

3. Ownership and Return of Confidential Information and Other Materials. All CI, and any “Derivatives” (as defined below), whether created by Company or Recipient, will be the property of Company, and no license or other rights to CI or “Derivatives” is granted or implied by this Agreement. For purposes of this Agreement, “Derivatives” means: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; All materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatuses, sketches, designs and lists) that Company furnishes to Recipient (whether or not they contain or disclose CI) are the property of Company. Within five (5) business days after request by Company, accomplishment of the Purpose, or termination of this Agreement, whichever occurs first, Recipient will destroy or deliver to Company (i) all such Company-furnished materials and (ii) all materials in Recipient’s possession or control (even if not Company-furnished) that contain or disclose CI. Recipient will provide Company a written certification of Recipient’s compliance with its obligations under this Section 3.

4. No Obligations. This Agreement does not obligate the Parties to enter into any, or any particular, business relationship, nor does it require Company to provide any, or any particular, CI to Recipient. At any time for any or no reason either party may, upon ten (10) days’ written notice to the other party, terminate this Agreement.

5. No Warranty. All CI is provided “AS IS” and without any warranty, express, implied or otherwise, regarding such CI’s accuracy or performance. Recipient acknowledges and agrees that Company is not responsible or liable for any decisions made by Recipient in reliance upon disclosures made under this Agreement.

6. Injunctive Relief. The Parties acknowledge and agree that a breach of this Agreement will cause irreparable and continuing damage to Company for which money damages are insufficient, and consequently Company will be entitled to injunctive relief and/or a decree for specific performance, as well as such other relief as may be proper (including money damages if appropriate).

7. Notices. All notices required under this Agreement shall be in writing and shall be delivered by personal delivery, e-mail, facsimile, or certified mail, return receipt requested, and shall be deemed given upon personal delivery, upon successful transmission, or three (3) business days after deposit in the mail. The Parties’ information for purposes of notice is set forth below and may be changed upon written notice to the other party.

8. Disputes. This Agreement shall be governed by the internal laws of the state of Washington, without regard to its choice of law principles. The Parties hereby irrevocably consent to the sole and exclusive jurisdiction of and venue in the state courts in Kitsap County and the federal courts in the Western District of Washington. The prevailing party in any action concerning this Agreement shall be entitled to recover its costs and reasonable attorney fees from the other party.

9. Successors in Interest. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assigns.

10. General Provisions. Recipient may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Company. This Agreement is the entire and complete Agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings between the Parties, whether written or oral, and may not be modified in any way unless by means of a writing signed and dated by the Parties. If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect. If either party fails to enforce any right or remedy hereunder, such failure shall not be deemed a waiver of such right or remedy. This Agreement may be executed in counterparts, and electronic and facsimile signatures shall be deemed the equivalent of original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Company

Recipient

By: _____

By: _____

Robert von Bereghy, Managing Member

Name: _____

Title: _____

Address:

E-mail: bvb@vonbereghy.com

E-mail:

Phone: 206-595-7064

Phone: