**CONFIDENTIALITY AGREEMENT**

**THIS CONFIDENTIALITY AGREEMENT** ("Agreement") is made by the undersigned ("Registrant") in favor of Auction.com, LLC, a Delaware limited liability company ("Service Provider") and certain Sellers (as defined below).

**WHEREAS**, Service Provider may, from time to time, represent certain owners, holders, servicers, agents or others (the "Sellers") in offering for sale certain purchase options, loans or other assets (the "Assets") and may provide Registrant with, or access to, certain documents or other information relating to the Assets (the "Information") for review by, and upon the request of, Registrant. Information shall not include information that (a) is or becomes public other than as a result of a breach of this Agreement, (b) is known by Registrant prior to disclosure to Registrant by Service Provider, or (c) is lawfully obtained by Registrant from a source which is not, by virtue of such disclosure, in violation of any obligation of confidentiality.

**WHEREAS**, the Registrant acknowledges that the Information provided to it contains confidential, non-public and proprietary information.

**NOW, THEREFORE**, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Registrant hereby agrees as follows:

Section 1. Limitation on Use. Registrant shall use the Information solely for the purpose of evaluating its interest in purchasing the Assets as a principal, and for no other purpose. Registrant represents warrants and agrees that Registrant has, whether individually or with the assistance of professional advisors selected by Registrant, if any, the experience and capability of understanding the complexities and risks associated with purchasing the Assets.

Section 2. No Disclosure. Registrant shall not disseminate or divulge the Information to any person or entity, other than as specifically provided for below. Registrant shall limit access to the Information to such persons who have a need to know the information contained in the Information for the purpose of evaluating the suitability of the Assets for acquisition, and any such person or entity receiving the Information must agree to the terms of this Agreement. Without the prior written consent of Service Provider, Registrant shall not, directly or indirectly, contact, seek or attempt to seek any information from any person or entity (unless such information is part of the public domain) other than Service Provider regarding the Information.

Section 3. Confidentiality; Destruction of Documents. Registrant shall ensure that all persons to whom it discloses the Information shall keep the Information confidential; Registrant shall be liable for any breach by any person to whom Registrant discloses the Information in accordance with the terms of this Agreement. In the event Registrant does not acquire the Assets, it shall destroy all copies of the information unless otherwise directed by Service Provider.

Section 4. Required Disclosure. To the extent that Registrant is required to disclose the Information pursuant to a legally enforceable subpoena, court order or other legal proceeding, Registrant shall to the extent permitted by law notify Service Provider within one business day of

its knowledge of such legally required disclosure. Notice shall be both by telephone and in writing as follows:

Auction.com, LLC
One Mauchly
Irvine, CA 92618
Attention: Legal Department
Fax: (949) 452-8168

Section 5. No Contact with Seller and/or Borrower. Without limiting the prohibitions found in Section 2 above, Registrant shall not call, write or meet with or have any other contact with any person or entity identified in the Information, including, but not limited to, the Sellers, the borrowers, obligors, guarantors, property managers or their attorneys, with regard to the Assets or the potential sale of the Assets. In the event of a breach of this Section, Registrant shall be liable to Service Provider and Sellers for all damages consequential thereto, including but not limited to its costs, including attorney's fees, of defending any legal action resulting from such breach. Notwithstanding the foregoing, Service Provider and the Sellers shall also have recourse to all generally available legal remedies for the breach of this or any other Section of this Agreement.

Section 6. Liability; Third Party Beneficiary. If the Sellers or Service Provider determine that Registrant has breached any provision of this Agreement, the Sellers or Service Provider may, in their sole discretion, exercise any or all legal or equitable rights or remedies to which they are entitled on account of Registrant's breach. Neither the Sellers nor Service Provider shall be deemed to have waived any rights or remedies on account of failure, delay or forbearance in exercising any such right or remedy in a particular instance. Sellers and its affiants are express third party beneficiaries of this Agreement, and shall be entitled to directly and independently enforce the terms, covenants and conditions of this Agreement.

Section 7. Hold Harmless. Registrant shall defend, and hold harmless the Sellers, their affiliates and Service Provider from and against any and all claims, demands, causes of action, losses, damages liabilities, judgments, costs and expenses (including attorneys' fees) incurred by the Sellers or Service Provider as a result of any violation of, or failure to comply with, the provisions of this Agreement by Registrant.

Section 8. Re-Affirmation. Each and every request made by Registrant for Information or action by Registrant to gain access to Information, shall constitute Registrant's re-affirmation and acceptance of the terms and conditions of this Agreement.

Section 9. Accredited Investor. The Registrant represents and warrants that it is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act of 1933.

Section 10. Reliance. Registrant agrees that neither Seller nor Service Provider make any representation or warranty as to the accuracy or completeness of the Information.

Section 11. Compliance with Laws and Regulations. Registrant agrees to comply with all applicable laws and regulations, including, without limitation, the Graham-Leach-Bliley Act, with regard to the confidentiality of customer information.

Section 12. Miscellaneous. This Agreement represents the entire agreement between the Sellers, Service Provider and Registrant relating to the receipt, use and disclosure of the Information. This Agreement shall apply to and be binding upon Registrant and its directors, officers, employees, agents, attorneys, successors and assigns. This Agreement may not be amended, or the terms and conditions hereof waived, except in a writing signed by Registrant, Service Provider and Sellers. The representative executing this Agreement via electronic acceptance on behalf of Registrant represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind Registrant. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New York, without regard to conflict of laws provisions.

Section 13. Electronic Acceptance. Registrant acknowledges that it is executing this Agreement by accepting the terms hereof when Registrant hits the "ACCEPT" button as part of Registrant's request to access the Confidential Information on Auction.com's website located at *www.auction.com*. Registrant further acknowledges that the form of acceptance by Registrant is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and applicable state laws.