



## CONFIDENTIALITY AGREEMENT FOR REVIEW OF ASSETS

In connection with your interest in considering the purchase of certain auto loan deficiency balance accounts and/or distressed assets (referred to as "the Transaction") from TRILOGY CAPITAL MANAGEMENT, LLC (hereinafter "Trilogy"), its clients and investors (collectively, the "Seller"), is furnishing you with certain information, much of which is non-public and proprietary in nature.

All information furnished (irrespective of the form of communication) to you, and to your officers, partners, directors, employees, agents or representatives, including without limitation attorneys, accountants, consultants and financial advisors (each, a "Recipient" and collectively, the "Recipients") by the Seller, its affiliates, or any of its representatives or agents relating to the Transaction, and all analyses, compilations, data, studies or other documents prepared by you or any Recipients, or based in whole or in part on any such furnished information or reflecting your review or assessment of certain loan assets of the Seller, is collectively referred to as the "Information."

Seller will provide you with Information as reasonably required by you on the condition that you and any Recipients shall keep such Information confidential in accordance with the terms and conditions set forth below.

In consideration of your being furnished with the Information, you agree that:

1. You will not disclose any of Seller's Information to any third party Recipients other than (i.) to your financing entities, lenders, accountants or counsel, in connection with a contemplated purchase of the accounts or assets or (ii.) if compelled to do so pursuant to judicial or administrative order. Prior to providing any Seller Information to any such third party, you will obtain a written acknowledgement from such third party that the Information is Seller's Information and will not be used for any other purpose than determining whether or not you shall purchase the accounts or assets or whether financing for the purchase of the accounts or assets will be made available to you.

2. The Information will be kept confidential and (i) you or any Recipients will not, without the prior written consent of the Seller, disclose the Information in any manner whatsoever in whole or in part, (ii) will not be used by you or any Recipients, directly or indirectly for any purpose other than evaluating this Transaction, or (iii) will not use the Information to access or obtain additional Information not essential to evaluating this Transaction. You further agree to transmit the Information only to those Recipients who need to know the Information for the purpose of evaluating this Transaction, who are informed by you of the confidential nature of the Information and who are provided with a copy of this Agreement and agree in writing to be bound by the terms of this Agreement.

3. Should you decline to enter into the Transaction, you are obligated to return all Information to Seller. Any Recipients, to whom you have provided the Information, is obligated to return the Information to you. You are, in turn, required to return any and all disseminated Information to Trilogy within three (3) Business Days of declining the Transaction.

4. Without the Seller's prior written consent, neither you nor any Recipients will disclose to any other person the fact that the Information has been made available, that investigations, discussions or negotiations are taking place concerning a possible Transaction involving you and the Seller or any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof or the terms or conditions of any bid relating thereto, except as required by law and then only with prior written notice to the Seller. The term "person" used in this Agreement shall be interpreted to include without limitation, any corporation, company, group, partnership or individual. Without limiting the generality of the foregoing, no Recipient shall communicate directly or indirectly with any obligor, debtor, guarantor, or obligor's, debtor's or guarantor's accountants, attorneys, employees, affiliates or other representatives, relative to any account or distressed receivable the details of which are provided in the Information communicated to you by the Seller, without the prior written consent of the Seller.



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5. This Agreement shall be inoperative as to such portions of the Information, which (i.) are or become generally available and known to the public other than as a result of a disclosure directly or indirectly by you or any Recipients; (ii) become lawfully available to you on a non-confidential basis from a source other than the Seller or one of its agents or representatives, which is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Seller or any other party with respect to any portion of the Information or (iii) were lawfully known to you on a non-confidential basis prior to their disclosure to you by the Seller or one of its representatives.

6. You understand that the Seller has endeavored to include in the Information those materials that are believed to be reliable and relevant for the purpose of your evaluation, but you understand and acknowledge that neither the Seller, nor any of its agents or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Information. You agree that neither the Seller, nor any of its agents or representatives shall have any liability to you or to any Recipients as a result of the use of the Information by you or any Recipients, it being understood that only those particular representations and warranties, which may be made by the Seller in a definitive agreement, when, as and if such an agreement is executed, and subject to such limitations and restrictions as may be specified in such agreement, shall have any legal effect. You further agree that unless and until a definitive agreement regarding a Transaction has been executed, neither you nor the Seller will be under any legal obligation of any kind whatsoever with respect to any such Transaction by virtue of this Agreement except for the matters specifically agreed to herein. You acknowledge and agree that the Seller reserves the right, in its sole discretion, to reject any and all proposals made by you or any Recipients regarding a Transaction and to terminate discussions and negotiations with you at any time.

7. In the event that you or anyone to whom you transmit the Information pursuant to this Agreement is requested or becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of the Information, prior to such disclosure, you will use your best reasonable efforts to provide the Seller with prompt written notice so that the Seller may seek (with your cooperation, if so requested by the Seller) a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Seller waives compliance with the provisions of this Agreement, you will furnish only that portion of the Information which you are advised by counsel is legally required, and will exercise your best efforts to cooperate with the Seller in the Seller's efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

8. You shall protect, defend, indemnify, save and hold harmless the Seller and Trilogy, its officers, employees, agents and representatives against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damages or liability (including attorney's fees) of any kind or nature, by or in favor of anyone whomsoever, resulting from, arising from or occasioned in whole or in part by an act or omission by you or your Recipients in its use of the Information. This agreement to defend, indemnify, protect, save and hold harmless shall be in addition to any other obligations or liability that you may have at common law or by statute, or otherwise.

9. You agree that the Seller and Trilogy shall be entitled to equitable relief, including injunction and specific performance, in the event of any material breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a material breach of this Agreement by you or any Recipients but shall be in addition to all other remedies available at law or in equity.



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10. Recipient agrees not to circumvent Seller and contact (in any oral, written or electronic format) or enter into any contract or agreement, either directly or indirectly, with any entity or person identified, named, listed or otherwise disclosed in any of the Information supplied by Seller, unless prior written consent is provided by Seller or in any written agreement executed between Seller and Recipient.

11. You hereby acknowledge that you are aware, and that you have advised each Recipient, that the securities laws of the United States prohibit any person who has material non-public information about a corporation from purchasing or selling securities of such corporation without the prior public dissemination of such information.

12. It is further understood and agreed that no failure or delay by the Seller and/or Triology in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder operate as a waiver thereof.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed within California, without reference to conflict of laws principles. Any action brought, under this Agreement, shall be brought in the State of California in the County of San Diego.

If you agree with the foregoing, please sign, date and return two copies of this Agreement, which will constitute our agreement with respect to the subject matter herein.

IN WITNESS WHEREOF, a duly authorized representative of the Recipient has executed the Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CONFIRMED AND AGREED AS OF THE DATE WRITTEN ABOVE:

RECIPIENT:

\_\_\_\_\_  
(Business name you are reviewing for and representing)

BY:

\_\_\_\_\_  
(Signature)

Title:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, State & Zip)

**Fax To: 858-227-5088**