

CONFIDENTIALITY, NON-DISCLOSURE AND NON CIRCUMVENTION AGREEMENT

This Confidentiality, Non-Disclosure and Non-Circumvention Agreement ("Agreement") is made as of _____, 20__ (the "Effective Date"), by and between **Santa Fe Farms Limited Partnership**, an Arizona limited partnership and **Durango Date Ranches, Inc.**, its General partner, **Imperial Date Gardens Inc.**, an Arizona Corporation, **Nunez Plantations Limited Partnership**, an Arizona Limited partnership and **Durango Date Ranches, Inc.**, its general partners hereinafter referred to as ("Company"), with an address at 3357 South 14th Avenue, Yuma, AZ 85365, and _____ ("Recipient") with an address at _____ and (Recipient's Client) company name and officer name _____. This Agreement is made to set forth the basis under which Recipient and the Company shall furnish and/or disclose to each other certain technical and business information solely for use in connection with certain possible business arrangements between the Company and Recipient.

Recipient and the Company agree as follows:

1. The party furnishing the "Confidential Information" shall be the "Disclosing Party" and the party accepting the information shall be the "Receiving Party" for all purposes of this Agreement. As used in this Agreement, the term "Confidential Information" shall mean all business and technical information, in whatever form or medium, including without limitation, any trade secrets, processes, data, business methods, customer acquisition methods or models, technical documentation, pricing information, product/service specifications, prototypes, computer programs, drawings, models, client lists, marketing materials, or financial data, which is furnished or disclosed by one party to the other, including, without limitation, trade secrets.

2. Confidential Information shall only be used by the Receiving Party for the purpose of assessing possible business arrangements between the parties hereto and for no other purpose. The Receiving Party agrees that the Confidential Information is and will remain the property of the Disclosing Party. Unless otherwise agreed to in writing by the Disclosing Party, the Receiving Party shall treat as confidential and shall not disclose or otherwise make available any Confidential Information of the Disclosing Party to any person other than to certain of its affiliates, partners, members, directors, officers, employees, advisors, agents or other representatives (including, without limitation, attorneys, financing sources, and accountants) (collectively, "Representatives") of the Receiving Party solely for the purposes of and in accordance with this Agreement; provided, however, that the Receiving Party may disclose Confidential Information of the Disclosing Party only to those Representatives who the Receiving Party shall instruct to keep the same confidential by using the same care and discretion that the Receiving Party uses with respect to its own confidential property and trade secrets. All copies, reproductions, disclosures, summaries and distributions of Confidential Information shall contain and state the same confidential or proprietary notices or legends, if any, that appear in the original. Upon the Disclosing Party's written request, Confidential Information and all copies, reproductions, disclosures, summaries and distributions thereof shall be returned by the

Receiving Party to the Disclosing Party or the Receiving Party shall certify to the Disclosing Party that such documents have been destroyed. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information, except as may be provided in any definitive agreement referred to below. The Disclosing Party shall have no liability resulting from the use of the Confidential Information by the Receiving Party, except as may be provided in the definitive agreement referred to below. Notwithstanding the above, the Receiving Party and its Representatives may retain any copies of Confidential Information made by an automatic back-up of computer files or Confidential Information retained for good corporate governance, legal, credit or audit purposes.

3. The confidentiality and non-use provisions of this Agreement shall not apply to the following: (i) information already known by the Receiving Party without an obligation of confidentiality and the source, if any, of such information was not, to the knowledge of the Receiving Party, bound by an obligation of confidentiality with respect to such information; (ii) information that is or becomes publicly known through no fault of the Receiving Party; (iii) information rightfully received by the Receiving Party from a third party who is under no obligation of confidence to the Disclosing Party, and (iv) information that is independently developed by the Receiving Party without the use of any Confidential Information. If the Receiving Party is required to disclose Confidential Information pursuant to an order of a governmental agency or court of competent jurisdiction it shall provide the Disclosing Party with prompt written notice of such request order, to the extent permitted by law, and provide the Disclosing Party with an opportunity to attempt to preclude or limit such disclosure, at the Disclosing Party's expense, and the Receiving Party agrees that it will only disclose that portion of the Confidential Information which, in the opinion of its counsel, it is compelled to disclose pursuant to such order.

4. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party, and shall reasonably cooperate with the Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized use. If the Receiving Party or any of its employees, attorneys, agents or consultants shall attempt to use or disclose any of the Confidential Information in a manner contrary to the terms of this Agreement, the Disclosing Party shall have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies may be inadequate.

5. The terms of confidentiality and non-use under this Agreement shall not be construed to limit either party's right (a) to develop independently or acquire products or services of the same type as may be included within Confidential Information or (b) to enter into any business transaction with any other company which owns or has rights to any such similar products or services or (c) to compete with the other party hereto, in each case as long as such right is exercised without violating any obligations hereunder.

6. Except as otherwise provided herein, nothing in this Agreement shall be deemed to constitute an implied license in favor of either party to any proprietary rights of the other party, including, without limitation, any patents, copyrights, trademarks or trade secret information.

7. Neither party, without the prior written consent of the other party, shall disclose to any third person the existence of this Agreement, the terms and conditions of this Agreement, or the fact that discussions are taking place and that Confidential Information is being shared, except to the Receiving Party's Representatives or as may be required by law and then only after first notifying the other party of such required disclosure, to the extent permitted by law. Each party agrees not to use any trade name, service mark, or trademark of the other party or refer to the other party in any promotional activity or material without first obtaining the prior written consent of such party.

8. Except for the obligation of confidentiality and the restrictions on use imposed by this Agreement upon the Receiving Party, each party acknowledges that no obligation of any kind is assumed or implied against either party by virtue of any meetings or discussions regarding the purpose of this Agreement with respect to whatever information is exchanged. Further, this Agreement and any meetings and communications of the parties relating to the subject matter of this Agreement shall not: (i) constitute an offer, request, or contract with the other to engage in any research, development or other work, and (ii) constitute an offer, request, or contract involving a buyer-seller relationship, venture, alliance, teaming or partnership relationship between the parties. Unless and until a definitive agreement between the parties with respect to a potential transaction has been executed and delivered, neither party shall be under any obligation, legal, financial or otherwise, of any kind with respect to any such potential transaction.

9. This Agreement shall not be changed, modified or amended except by a writing signed by both parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either party hereto without the prior written consent of the other.

10. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

12. Either party may terminate this Agreement at any time by providing written notice thereof to the other party. The obligations of this Agreement will continue in force for a period of two years from the Effective Date. Notwithstanding the foregoing, if the Receiving Party or its Representatives should disclose any documents retained by them under the last sentence of Section 2, except for legal, credit or audit purposes, it will be deemed a breach of this Agreement.

13. The individuals executing this Agreement on behalf of the Company and Recipient do each hereby represent and warrant that they respectively have been and are on the Effective Date duly authorized to execute this Agreement on behalf of their respective principals.

14. The individuals executing this Agreement on behalf of the Recipient do hereby acknowledge and are made aware that no information will be divulged until such time that the Seller and Seller's Broker have reviewed and approved the Recipient and Recipient's Client. The Seller and Seller's Broker may approve or disapprove at their sole discretion.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Company:

SANTA FE FARMS, LTD.

By: DURANGO DATE RANCHES, INC.,
General Partner

By _____
Maria Nunez-Valleau
Its: President

IMPERIAL DATE GARDENS, INC.

By _____
Maria Nunez-Valleau
Its: President

NUNEZ PLANTATIONS, L.P.

By: DURANGO DATE RANCHES, INC.
General Partner

By _____
Maria Nunez-Valleau
Its: President

DURANGO DATE RANCHES, INC.

By _____
Maria Nunez-Valleau
Its: President

Recipient:

By: _____
Name: _____
Title: _____

Recipient's Client:

By: _____
Name: _____
Title: _____