

## CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

**THIS CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT** (this “Agreement”), is dated as of this \_\_\_ day of \_\_\_\_\_, 2007 by and between JEAN NIKOLICH & COMPANY (“JNC”), on its own behalf and on behalf of Gold Rush Casino & Hotel, LLC, a Nevada limited liability company (“Gold Rush”) and \_\_\_\_\_ (the “Company”). JNC and Gold Rush shall collectively be referred to hereinafter as “Seller.”

WHEREAS, Gold Rush owns approximately three acres of real property and improvements located at 3111 West Tropicana Avenue, Las Vegas, Nevada 89103 (the “Property”) and desires to sell the Property;

WHEREAS, Gold Rush has retained JNC on an exclusive basis to assist it in the sale of the Property;

WHEREAS, the Company has expressed interest in the Property and desires to obtain certain proprietary and confidential information concerning the Property; and

WHEREAS, JNC is willing to provide such proprietary and confidential information to the Company concerning the Property, but only under the terms and conditions set forth herein, and the Company is willing to receive such information subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. **Confidential Information.** JNC may provide Confidential Information to the Company in accordance with the terms of this Agreement. For the purposes hereof, “Confidential Information” means information or material proprietary to Seller and not generally known by persons not associated with Seller. Confidential Information includes, but is not limited to, real estate and other due diligence information concerning the Property, as well as agreements, contracts, licenses and other information of a technical, financial or business nature relating to Gold Rush or the Property. Confidential Information also includes any information described above obtained from another party which Seller treats as proprietary or designates as Confidential Information, whether or not owned by Seller. The term “Confidential Information” does not include information which (a) is already known to the Company prior to receipt from JNC as evidenced by prior documentation thereof or has been independently developed by the Company; (b) is or becomes generally available to the public other than as a result of a disclosure by a party to this Agreement or such party’s representatives or any other party bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a party to this Agreement or any other party with respect to such information; (c) becomes available to the Company on a non-confidential basis from a source other than Seller or any of their representatives, provided that such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a party to

this Agreement or any other party with respect to such information; or (d) is disclosed pursuant to a requirement of a court, administrative agency or other governmental body or is disclosed pursuant to applicable law, rule or regulation.

2. **Limited Purpose.** The Company agrees that the Confidential Information will be used by it solely for the purpose of its evaluation of the Property in order to determine whether it wishes to submit a sealed bid for the purchase thereof.

3. **Protection/Nondisclosure.** The Company shall not directly or indirectly disclose, display, provide, transfer or otherwise make available all or any part of the Confidential Information to any person or entity at any time without the prior written consent of JNC, which consent may be withheld in the sole discretion of JNC; provided, however, that the Company may disclose all or any part of the Confidential Information only to such of its employees, agents, advisors, representatives or third parties as may be reasonably required with respect to the purpose described in Section 2 above. The Company covenants and agrees to exercise all necessary steps to, and to cause its employees, agents, advisors, and representatives and other third parties, to safeguard the confidentiality of the Confidential Information and not to disclose any part of it or any information derived therefrom to any third party. The Company shall require any of its employees, agents, advisors or representatives or any other third party to whom the Company discloses any Confidential Information in accordance with the terms and conditions hereof to agree to comply with the provisions of this Agreement. Promptly upon completion of the Company's review of the Confidential Information or at the request of JNC, the Company shall return all of the Confidential Information and any copies thereof to JNC.

4. **Non-Circumvention.** The Company covenants and agrees that it shall not use any Confidential Information in any manner except to evaluate the Property and for the benefit of Seller. The Company further covenants and agrees that it will not distribute any information regarding Gold Rush or the Property to any party not affiliated with the Company.

5. **Return.** The Company covenants and agrees to return to JNC all Confidential Information provided by JNC to the Company upon request of JNC. Upon the request of JNC, an officer of the Company shall certify in writing that all such Confidential Information has been returned to JNC. In addition, the Company covenants and agrees to erase, delete or destroy any notes, documents, magnetic media or other computer storage which contain any information copied or derived from the Confidential Information.

6. **Enforcement.** Each party acknowledges and agrees that Seller would be irreparably damaged in the event any provision of this Agreement is not performed by the Company in accordance with the specific terms hereof or is otherwise breached. The Company agrees to be responsible for enforcing the confidentiality of the Confidential Information and agrees to take such action, legal and otherwise, to the extent necessary to prevent any disclosure of the Confidential Information. The Company agrees that Seller shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any action instituted in any court of the United States of America or any state or territory thereof, in addition to any other remedy to which Seller may otherwise be entitled at law or in equity. The Company shall reimburse Seller for all costs and expenses,

including reasonable attorneys' fees, incurred by Seller in enforcing any of the provisions of this Agreement.

7. **Termination.** This Agreement and all of the terms, conditions and provisions hereof will terminate in their entirety upon the earlier to occur of (i) the date that is one (1) year from the initial date of the disclosure of any Confidential Information hereunder and (ii) the date on which the Property is acquired by the Company, except that protection for Confidential Information which is identified by JNC as trade secrets will not terminate until such time as trade secret protection ceases.

8. **Miscellaneous.**

(a) The Company may not assign or otherwise transfer this Agreement or any of the Company's rights or obligations hereunder without the prior written consent of JNC. Any such attempt at assignment or transfer without JNC's prior written consent shall be void and of no force or effect.

(b) If any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative, or unenforceable because of the conflict of such provision with any constitution, statute, rule, or public policy or for any other reason, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, but this Agreement shall be reformed and construed as if such invalid, inoperative or unenforceable provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted to reflect the original intent of the parties hereto.

(c) The parties hereto agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements with respect thereto.

(d) Except as provided in Section 9 hereof, this Agreement is binding upon and will inure solely to the benefit of the parties and their respective permitted assigns and successors in interest, and no other person will be entitled to any of the benefits conferred by this Agreement.

(e) Except as otherwise expressly set forth in this Agreement, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the parties hereto. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each party. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

(f) This Agreement shall be governed by and construed and enforced in accordance with the law (other than the law governing conflict of law questions) of the State of Nevada. Any action to enforce, arising out of, or relating in any way to, any of

the provisions of this Agreement may be brought and prosecuted in any such court or courts located within the State of Nevada and the parties consent to the jurisdiction of said court or courts located within the State of Nevada and to service of process by registered mail, return receipt requested, or by any other manner provided by law. Each party hereto agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding any claim that it is not subject personally to the jurisdiction of such court, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper or that this Agreement, or any other agreement or transaction related hereto or the subject matter hereof or thereof may not be enforced in or by such court.

9. **Agreement Binding Upon Affiliates of the Company.** This Agreement shall be binding upon Affiliates (as hereinafter defined) of the Company. The Company shall take all necessary action with its Affiliates so that such Affiliates comply with the terms of this Agreement. For the purposes of this Agreement, "Affiliates" means, with respect to the Company, any company, organization or person which the Company directly or indirectly controls or is under common control with the Company. Any company, organization or person which has a common director, officer or employee with the Company shall be presumed to be an affiliate of the Company for the purpose of this Agreement.

10. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, including facsimiles, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

JEAN NIKOLICH & COMPANY, on its own  
behalf and on behalf of Gold Rush Casino &  
Hotel, LLC

Date Executed:

\_\_\_\_\_, 2007

By: \_\_\_\_\_  
Jean Nikolich

Date Executed:

\_\_\_\_\_, 2007

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Account No. \_\_\_\_\_

Please fax this signed Confidentiality Agreement to (888) 735-7338