

CONFIDENTIALITY AGREEMENT AND POTENTIAL INVESTOR REGISTRATION

Upon your execution of this Confidentiality Agreement, The Sperry Group / BX - The Business Exchange or its assigns ("Broker") will deliver to you (the "Potential Investor"), information on the business listed below. This information is intended solely for the limited use by Potential Investor in considering whether Potential Investor will pursue an offer to acquire the business. The Information will contain brief, selected information pertaining to the business and affairs of the business and does not purport to be all-inclusive or to contain all of the Information, which a prospective purchaser may desire or require. Neither Owner nor Broker nor any of their respective officers, employees or agents makes any representation and no liability of any kind whatsoever is assumed by Owner or Broker with respect thereto. The parties agree that the delivery of the information is subject to the following terms, covenants and conditions:

1. Potential Investor agrees to treat confidentially the information, whether the information is furnished before or after the date of this agreement. The term "Confidential Information" shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents compiled and presented by Business Owner (or their agents) and then prepared by Broker or a cooperating broker which contain, reflect or are based upon, in whole or in part, the information furnished to the Potential Investor pursuant hereto. Potential Investor agrees that its review and inspection of the Confidential Information shall be solely to conduct due diligence on its own behalf, for the purpose of determining a desire to purchase, acquire or own the Business.
2. Potential investor agrees it will not duplicate, photocopy or otherwise reproduce the information in whole or in part or otherwise use or permit it to be used in any fashion or manner detrimental to the business or the interest of Owner. Potential Investor agrees that the Material shall be used solely to evaluate the proposed acquisition of the business and that such Material shall be kept confidentially by Potential Investor; provided, however, that any of the Material may be disclosed only to representatives who are lawyers, accountants or direct partners who need to know the information contained therein for the purpose described above, it being understood the Potential Investor shall (a) inform each such representative of the confidential nature of such information and require such representative to treat such information confidentially; and (b) maintain a list of those representatives to whom such information has been disclosed, which list shall be presented to Broker.
3. **Potential Investor will not contact any employees at the business and will not contact the Owner.** Potential Investor agrees to indemnify Owner and Broker from any loss or damage, which Owner and Broker may suffer as a result of their breach of the terms and conditions of this Agreement. In the event of a breach or threatened breach of this Agreement, Owner and Broker shall be entitled to all remedies at law and equity, including injunctive relief and Potential Investor shall be responsible for all reasonable attorney's fees and costs incurred by Owner and Broker in the prosecution of such action. Accordingly, the Potential Investor agrees that if any provision herein is breached, Broker and Owner shall be entitled, in addition to all other available remedies, including but not limited to those under Federal Statute and monetary damages, to injunctive or other appropriate equitable relief to restrain such breach by the Potential Investor or their representatives, without showing or proving any actual damage sustained.
4. For a period of five (5) years from the date of this agreement, the Potential Investor irrevocably agrees to not circumvent, avoid or bypass Broker, either directly or indirectly, to communicate or negotiate with the owner or sellers of the Business, any guarantor, lender or its loan participants, tenants, ground lessor or their subtenants, employees, or any of their representatives relative to the Business without the prior written consent of Broker. The Potential Investor further agrees that, as a condition of receiving the Confidential Information from Broker, any offer to purchase or otherwise acquire an interest in the Business by any means shall be presented through Broker. Should the Potential Investor breach this provision, and such breach results in a sale, merger, joint-venture, lease, exchange or acquisition by any other means of the business, premises or property covered by this agreement, the Potential Investor agrees to pay Broker its standard commission and all reasonable costs including interest, collection costs and attorney's fees.
5. Owner expressly reserves the right at Owner's sole, singular, exclusive and arbitrary discretion to reject any or all proposals or expressions of interest in the business by Potential Investor and to terminate discussions in connection therewith at any time without notice.
6. Unless otherwise authorized by Broker, Potential Investor agrees, upon request by the Owner, that any Confidential Information revealed to it under this Agreement, together with any copies, summaries, analyses of extracts thereof, will be returned to Broker within sixty (60) days from the date of this Agreement at Potential Investor's expense. Notwithstanding the return of the Confidential Information, the Potential Investor will continue to be bound by the obligations of confidentiality and other obligations hereunder.

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- 7. The Materials shall not be deemed to represent the state of affairs of the business or constitute that there has been no change in the business or affairs of the business since the date of preparation of the Information. Owner does not warrant or represent that the Information is true or correct. You are advised to verify the Information independently.
- 8. Potential Investor represents and warrants that it has not had any discussion or dealings regarding the business with any other broker, finder or agent other than Owner's Broker and hereby agrees that the obligation to pay any such brokerage commission, except for the compensation due to Owner's Broker, is an obligation of Potential Investor and agrees that it shall not look to Owner for the payment of any such brokerage commission. The Potential Investor further acknowledges that Broker first introduced the business(es) to Potential Investor is the procuring cause for any future purchase. Potential Investor agrees to conduct all further inquiries into the listed businesses exclusively through Broker as your Broker of record. You hereby agree to conduct all negotiations associated with the herein listed businesses(es) exclusively through the Broker.
- 9. This agreement shall pertain only to the following businesses:

Please acknowledge your consent and agreement to the foregoing by signing and returning a duplicate copy to us, at which time the same shall constitute a binding Agreement between us.

Agreed and accepted this _____ day of _____, 20_____.

POTENTIAL INVESTOR:

BROKER: THE BUSINESS EXCHANGE

Signature


Signature

Print Name

DAN SPERRY
Print Name

Home Address (No P.O. Box or Office)

FILL OUT COMPLETELY

City State ZIP

SIGN BOTH PAGES

Phone

RETURN BOTH PAGES

Mobile Phone

- VIA FAX TO: (800) 821-6358

Fax

BX – THE BUSINESS EXCHANGE

E-Mail

\$ _____
Liquid Funds Available To Invest ***Required**