



**Executive Realty
Group, Inc.**

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

_____, herein known as PROSPECT, acknowledges and agrees that PROSPECT approached EXECUTIVE REALTY GROUP, INC., and that EXECUTIVE REALTY GROUP, INC. was the first to advise PROSPECT of the availability of and details concerning the following business opportunities and real properties.

ERG LISTING NUMBER	ERG BUSINESS TYPE	DESCRIPTION
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

PROSPECT understands and agrees that all dealings concerning said business opportunity will be handled through BROKER and that BROKER HAS ENTERED INTO AN AGREEMENT FOR PAYMENT OF A COMMISSION WITH THE SELLER. PROSPECT further agrees that information received with respect to the above-mentioned opportunity will be kept in strict confidence, will not be used to complete with the SELLER and that PROSPECT shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself and the PROSPECT'S sole purpose in seeking information about the business is to purchase a business. In the event that PROSPECT violates this confidentiality covenant or any other covenant herein and/or with respect to SELLER, then BROKER, Listing BROKER and SELLER shall be entitled to all remedies provided by law, including but not limited to injunctive relief and damages. The same remedies shall be afforded and available to the BROKER in the event that the PROSPECT and/or the SELLER circumvent the BROKER. BROKER shall be deemed to include all and any other BROKERS with whom BROKER is co-operating. All data on business opportunities are provided for information purposes only. No representation is made by BROKER as to the accuracy

of the data provided. BROKER encourages PROSPECT to thoroughly review and independently verify to PROSPECT'S own satisfaction that the data provided are substantially representative of the business activity of the SELLER and can be relied upon when considering the purchases of said business opportunity of SELLER. PROSPECT acknowledges that PROSPECT has been advised to seek the independent counsel of an attorney and/or an accountant to verify the information supplied to BROKER by SELLER and to examine any and all applicable documentation relevant to the transaction. In the event that PROSPECT discloses the availability of said designated business opportunity of SELLER to any third party and this third party purchases the business without the BROKER, then PROSPECT, in addition to the remedies specified herein above, will also be responsible for the payment of BROKER'S compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater. PROSPECT agrees that he will not within two years from this date deal directly or indirectly with the SELLER without the BROKER'S written consent and should the PROSPECT do so directly or indirectly and a sale, management agreement, lease or other financial arrangement, including leasing the SELLER'S premises from the SELLER or Landlord is consummated, the PROSPECT shall be liable for all and any damages which the BROKER may suffer, including but not limited to the compensation which would have been payable on the listed selling price or minimum compensation, whichever is greater, the BROKER at BUYER'S expense shall have the right to place any appropriate lien and encumbrance on the business and real estate or both, necessary to collect any compensation and this shall be the necessary authorization and consent as is required by the Statute. BUYER further grants BROKER a security interest under the STATES UNIFORM COMMERCIAL CODE in and to all furniture, fixtures, inventory, accounts receivable and general tangibles of the BUSINESS as security for such commissions due in the future arising out of any options which a BUYER may subsequently exercise and authorizes BROKER to file this Agreement as a financing statement to perfect such security interest for the purpose hereof the prospect shall include any corporation which the BUYER may use to purchase the said business. This Contract shall be governed by the laws of the State in which the business is located in. The parties agree that prior to the institution of Arbitration as hereinafter set out, they will have the option of attempting to settle any dispute or claim between them arising out of this document, the breach, or interpretation thereof, to non-binding Mediation. All cost of Mediation shall be equally borne by the parties. The parties and the Broker specifically agree, subject to the provision of Mediation referred to above, to submit any controversy or claim arising out of or relating to the Contract, or the breach thereof, either to a Court of Competent Jurisdiction to file a suit at law and/or in equity, with venue in the County and State of said located business; or to resolution by Arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (AAA). The prevailing party in any litigation over this contract shall be entitled to an award of reasonable attorney's fees, paralegal fees, expert witness fees, costs and expenses (whether or not taxable as court costs). A judgment upon any award rendered by the arbitrators shall be entered by a court having subject matter jurisdiction therein. The parties hereto agree that jurisdiction and venue for the entry of judgment upon said arbitration award shall be in the county and state of said business. The arbitrators are directed to award the expenses of the arbitration, including required travel and other expenses of the arbitrators and any representatives of the arbitrator's costs, the costs and charges of the American Arbitration Association, all reasonable attorneys' fees and costs, to the prevailing party in the arbitration. No action shall be entertained if filed more than two years subsequent to the date the cause (s) of action actually occurred regardless of whether damages are otherwise as of said

time calculable. The Broker shall be entitled to all information and copies of all documents relating to the arbitration from both the Arbitrator and the parties. In the event the parties take the controversy or claim to a Court of Competent Jurisdiction, the Broker shall be entitled to a copy of all filings, pleadings and rulings within 5 days after such papers are issued. The SELLER is the intended beneficiary of all covenants of Prospect, which benefit the SELLER, including without limitation, the covenants concerning the use of information disclosed to Prospect, and may bring an appropriate action to enforce such covenants. The prospect acknowledges receiving a copy of this document. A facsimile copy of the document and any signatures shall be considered for all purposes as originals.

X _____

PROSPECT (1)

Date

X _____

Telephone Number

X _____

Address

X _____

City, State, Zip

PROSPECT (2)

Date

Telephone Number

Identification Source

Agent/ERG #

Date