

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This agreement is made and entered into between the undersigned individual and for the referenced business entity, its officers, directors, partners, employees, agents and advisors ("Buyer/Tenant") and Kruger and Company (K&C) for the benefit of K&C and a presently undisclosed seller ("Seller/Landlord").

In connection with the possible acquisition by you of a business or property presented to you by K&C, we will be furnishing you information regarding this business, its financial condition, operations and prospectus of the company. In consideration of obtaining this proprietary information, you agree that:

1. All the proprietary information furnished by us or the Company to you will be confidential. Unauthorized disclosure of said information, even without intent to harm, could and shall cause substantial and irreparable damage to K&C and Seller.
2. Unless we agree otherwise in writing, you will not disclose or reveal any proprietary information, or the fact that the Company has been proposed for sale for five years from the date of signing to any person(s) or entity(s) other than your employees or representatives who are directly participating in the evaluation of this information for any purpose other than in connection with proposed acquisition.
3. If you decide that you do not wish to pursue the proposed acquisition, you will immediately advise us of this fact and return to us all proprietary information furnished to you without making or keeping copies.
4. Although you understand that K&C have included in this proprietary information certain information, which we consider to be relevant for the purpose of your investigation, we do not make any representation of warranty as to its accuracy or completeness.
5. You also acknowledge that K&C is acting as a Transactional Broker and as such has a responsibility to be fair to all parties.
6. In consideration of the information furnished and presentation to you of the places of businesses listed as being available for sale or lease, you agree that should you buy, lease or come into possession of any of them within two (2) year from the date below, that you will protect the Broker's right to a commission. You understand that, if you interfere in any way with the Broker's contractual right to a commission from the Seller, you may be personally liable for the payment of that commission. You understand that, should you become a manager or connected with any of the businesses listed, or should you buy, lease or rent the premises listed, then a commission will be due the Broker.
7. Including but not limited to this information, Buyer shall not reveal to any broker, intermediary, lending institution, prospective equity partner, or other source without the specific prior written approval of K&C. In the event the Buyer enlist the services of another Real Estate Broker, business consultant, equity partner, or any advisory group, Buyer warrants to K&C that the Buyer shall be responsible for paying any all fees charged by the outside consultants and they shall not be party to any agreement between Buyer and K&C and will not share in any commissions or fees paid to K&C as part of any contracts.
8. All information provided shall be used for the sole purpose of evaluating the acquisition or joint venture decision and shall not at any time, or in any manner, be utilized for any other purpose. Buyer shall promptly advise K&C when its investigations or negotiations are completed and will immediately return all information furnished, in whatever form, without retaining copies, summaries or extracts, thereof.
9. Buyer shall not contact the Seller's banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller without written permission of K&C. Buyer will not contact Seller directly unless and until authorized by K&C.

If you are in agreement, please complete this form and indicate your acceptance.

Agreed and accepted this _____ **day of** _____, **200**__.

Principal (print) _____ **Address:** _____

Signature: _____