

BUYER CONFIDENTIALITY AGREEMENT

For the purposes of evaluating all aspects of the business and/or real estate mentioned in the teaser or introductory flyer (“the business”), the undersigned, its officers, directors, partners, employees, representatives, agents, and affiliates (“Undersigned”) requests that Lee & Associates and their officers, directors, partners, employees, representatives, agents, and affiliates (“Seller”) provide the Undersigned with confidential information relating to the Business.

In consideration of Seller agreeing to provide the Undersigned with such information, the Undersigned agrees as follows:

1. To treat strictly confidentially, such information and any other information that Seller furnishes to the Undersigned, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection, and regardless of whether specifically identified as “confidential” (collectively, the “Evaluation Material”).
2. Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a purchase and sale transaction relating to the Business. The Undersigned agrees that the Evaluation Material will not be used in any way detrimental to the Business or Seller and that such information will be kept strictly confidential by the Undersigned, and shall inform all with whom it interacts business relating to the Business of the confidential nature of such information and direct them to treat such information confidentially.
3. That by accepting this material, the Undersigned will not photocopy or duplicate it for distribution to any unrelated entity. Any disclosure, except as authorized herein, without the prior written authorization of Lee & Associates shall be deemed a breach of this Agreement. The Undersigned also agrees not to use the provided information, or any of its contents and related information, in any fashion or manner whatsoever that may be detrimental to the interests of Owner or Lee & Associates.
4. That the Undersigned will not disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction between the owner of the Business and the Undersigned, nor disclose any of the terms, conditions, or other facts with respect to any such possible transaction, including the status thereof, unless (a) such person and the nature of such disclosures are approved in writing by Seller, and (b) such person signs a confidentiality agreement.
5. That the term “person” as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, partnership, association, or individual.
6. That at any time, at the request of Seller, the Undersigned agrees to promptly return all Evaluation Material without duplicating or retaining any copy thereof or any notes relating thereto. The Undersigned will certify as to the return of all Evaluation Material and related notes.
7. That in the event the Undersigned is required or requested by legal process to disclose any of the Evaluation Material, the Undersigned will provide Seller with prompt notice of such requirement or

request so that Seller may seek an appropriate protective order or waive compliance with the provision of this requirement or both.

8. That the Undersigned further understands and agrees that Seller and Lee & Associates and agent makes no representation or warranties as to the accuracy or completeness of the Evaluation Material. Seller and Lee & Associates the agent expressly disclaim any and all liability for presentations or warranties, expressed or implied, contained in the Evaluation Material or omissions therefrom.

9. That Seller expressly reserves the right, at their sole discretion, to reject any and all expressions of interest or offers to purchase the Business and/or terminate discussions with any entity at any time with or without notice. Seller has no legal commitment or obligation to any entity reviewing the Evaluation Material or making any offer to purchase unless and until a written purchase and sales agreement has been executed and all obligations thereunder satisfied or waived.

10. Buyer agrees to conduct all negotiations and all communications concerning the Business through Lee & Associates.

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

AGREED AND ACCEPTED:

By: _____

Company: _____

Name: _____

Address: _____

Title: _____

Date: _____

Phone: _____

Email: _____

By: _____

Company: _____

Name: _____

Address: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Real Estate Broker (if applicable)

Company:

Name: _____

Address: _____

Phone: _____

Email: _____