California's Largest Restaurant Business Brokerage
Specializing in Sales, Acquisitions and Leasing of Restaurants, Bars and Clubs

RESTAURANT REALTY COMPANY'S CONFIDENTIALITY AGREEMENT FOR BUSINESS BUYERS & SELLERS

DUAL AGENCY When Restaurant Realty Company (hereinafter referred to "RRC") lists a business for sale it becomes the agent representing the seller. RRC often works with the buyer too, and by the nature of that relationship, it also becomes the agent for the buyer. There is a dual agency in that the company, RRC, is an agent for and represents both parties.

FULL DISCLOSURE Any agent must make a full disclosure of all relevant information known to the agent to the party that agent represents. Buyer and seller also must always, under California law, disclose all material facts which would influence the other party's decision.

PRICE If you as a buyer or seller would pay a higher price than originally offered, or accept a price lower than the listed price, we ask that we not be told that, and we expect from both sides, the understanding that should RRC become aware of that, that it will not, even though it otherwise might have a duty to do so, pass that information on. RRC feels this is the only way that negotiations can be conducted when RRC represents both the buyer and seller.

We ask that you as a buyer or seller sign this after we have told you about dual agency and what it means, to show that you are in agreement with our way of handling this representation and to indicate that you have no objection to our acting as a dual agent in any transaction to which we are parties. Please do not sign if you do not agree.

FOR PROSPECTIVE BUSINESS BUYERS When we agree to sell a business, we usually receive information about that business from the owner such as profit and loss statements, tax returns, leases, equipment lists, etc. Based on this information, we put together a description of the business which may include owner cash flow projections. It is important that you understand that RRC does not audit financial information given to us nor do we in any way guarantee future business performance. The same is true for any of the information provided to you. Once you and the owner have reached an agreement on price and terms, you will have an opportunity to examine the business and its records and we encourage you to bring in at the time any professional advisor you believe can help in making your decision to continue with the purchase.

CONFIDENTIALITY AGREEMENT/RECORD OF SHOWING A business may be harmed if it becomes known prematurely that it is for sale. So we ask that you, as a prospective buyer, not tell anyone except the professional advisors who may be helping you with your investigation, about the business being for sale. By signing below, you agree to keep information delivered to you confidential, and you further agree that RRC is responsible for introducing the business to you and also agree to conduct all inquiries through us. Receipt of this agreement is acknowledged.

INSTRUCTIONS FOR VIEWING THE RESTAURANT INITIALLY

1. Drive by the restaurant.
2. If you have an interest in seeing the inside of the restaurant please enter the restaurant as a customer only.
3. Only visit the restaurant during the meal period when it is busy so you don't stand out.
4. Do not engage any employee in conversation other than normal conversation as a customer.
5. If you're not going to eat a meal in the restaurant walk discreetly to the restroom and go inside the restroom. Then exit the restroom and leave the restaurant without having any conversation with any employee.
6. If you have further interest in the business and want to receive additional information and want us to set up a tour of the back of the house of the restaurant with the owner please call us at 415-945-9701.

IT IS EXTREMELY IMPORTANT THAT YOU FOLLOW THE INSTRUCTIONS INDICATED ABOVE REGARDING CONFIDENTIALITY. IF YOU BREACH THE ABOVE POLICY YOU WILL BE LIABLE FOR LEGAL DAMAGES INCLUDING MONETARY DAMAGES.

_____
RRC Listing Number(s) (Please include all RRC #'s you are interested in above)

_____ x_____ _____
Print Name (Prospective Buyer) Signature (Prospective Buyer) Date

_____ _____ _____ _____
Address (Prospective Buyer) City (Prospective Buyer) State Zip

_____ _____ _____
Phone # (Prospective Buyer) Fax # (Prospective Buyer) Email (Prospective Buyer) PRINT LEGIBLY