BUYER'S ACKNOWLEDGEMENT OF PROCURING CAUSE AND CONFIDENTIALITY AGREEMENT

The undersigned Buyer, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to and requests Confidential Information about the following business, identified herein by Bob Green, Broker:

BUSINESS TYPE _____ **LISTING NO.** _____

Such Confidential Information shall be provided to the buyer for the sole purpose of evaluating the possible purchase by the buyer of all or part of the stock or assets of the Business. This agreement also includes other businesses that buyer wants to observe. See back of page for details.

1. NON-DISCOLURE OF INFORMATION: Buyer acknowledges that the owner of the Business (Seller) desires to maintain the confidentiality of the information disclosed. Buyer agrees not to disclose or permit any access to any Confidential Information without the prior written consent of the seller, to anyone other than the buyer's legal counsel, accountants, lenders, or other agents or advisors to whom disclosure or access is necessary for the buyer to evaluate the Business. The buyer shall be responsible for any breach of this Agreement by these parties. If the buyer does not purchase the Business than the buyer, at the close of negotiations, will destroy or return to the Broker (at the seller's direction) all information provided to the buyer and will not retain any copy, reproduction, or record thereof.

2. DEFINITION OF "CONFIDENTIAL INFORMATION": The term "Confidential Information" shall mean all information including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists, and any other information whether written, oral, or otherwise made known to the buyer.

3. BUYER'S RESPONSIBILITY AND DISCLAIMER OF BROKER'S LIABILITY: Based on information provided by the sellers, brokers often prepare a summary description of the business which may include a cash flow projection, an adjusted income statement, or a seller discretionary cash flow statement. Buyer understands that the broker does not audit or verify any information given to the broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the Business, its assets, liabilities, financial statements, tax returns, and any other facts which might influence the buyer's purchase decision or the price the buyer is willing to pay. Any decision by the buyer to purchase the Business shall be based solely on the buyer's own investigation and that of the buyer's legal, tax, and other advisors and not that of the broker.

4. NON-CIRCUMVENTION AGREEMENT: The buyer shall conduct all inquiries into and discussions about the Business solely through the broker and shall not directly contact the seller or the seller's representatives. Should the buyer purchase all or part of the stock or assets of the Business, acquire any interest in, or become affiliated in any capacity with the Business without the Broker's participation, or in any way interfere with the Broker's right to a fee, the buyer shall be liable to the listing broker and the cooperating broker for such fee and any other damages including reasonable attorney's fees and costs.

5. FURTHER TERMS: Neither the buyer noir the buyer's agents will contact the seller's employees, customers, landlords, or suppliers, nor linger, or otherwise observe the Business, without the seller's consent. For three years. The buyer shall not directly or indirectly solicit for employment any employees of the seller. Broker may act as a dual agent representing both the buyer and the seller. This Agreement can only be modified in writing, signed by both the broker and the buyer. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under the governed by the laws of the State of California. The venue for any action instituted to enforce any terms of the Agreement shall be in the county in which the Business is located. This agreement may be signed in counterparts and fazed and electronic signatures may be considered as originals. If buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of the buyer and warrants that he/she is duly authorized to do so. Buyer acknowledges receipt of a fully complete copy of this Agreement.

_____ _____

Signature Date Name (print) Title

_____ _____

Street Address Home Phone Email

_____

City State Zip

BGNBBN@gmail.com **FAX: (858) 756-2312**