



Date:

In connection with 17 Elm Street (herein after referred to as the Property and Business) you have requested certain financial and business information regarding the Property and Business (herein after referred to as "Confidential Information"). Therefore, it is hereby agreed that:

1. Definition of Information. "Information" includes, without limitation, financial information about the Property and Business as well pricing, business strategy and other Property and Business matters.

2. Nondisclosure and Nonuse Obligations. You will not copy, make use of, disseminate, transmit, or in any way disclose any Information to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with your professional advisors and potential lenders, and any purpose the Property and Business may hereafter authorize in writing. You will treat all Information with the same degree of care as it accords to its own confidential and proprietary information, but no less than reasonable care.

3. Ownership of Information and Other Materials. All Information created by the Property and Business remains the property of the Property and Business and no license or other rights to Information is granted or implied hereby. All tangible materials furnished by the Property and Business will remain the Property and Business's property and will be returned to it promptly at its request, together with any copies thereof. Any copy of reproduction of any Information will remain the property of the Property and Business.

4. Term. The obligations contained in this Agreement will survive any termination of our discussions and consummation of any potential transaction between us and will continue for as long a period as you are in possession of any of the Information.

5. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Property and Business for which there will be no adequate remedy at law, and the Property and Business will be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

Agreed to and Accepted:

Date:

Principal Buyer
