

NEW STAR REALTY & INVESTMENT

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Our agreement with the seller requires that we obtain a non-disclosure and confidentiality agreement and evidence of financial ability before disclosing the name and location of this business. This information will be kept confidential. In compliance with the above, please read and complete the following non-disclosure and confidentiality agreement.

I, the undersigned potential investor, in consideration for the principals, associates, agents, or employees of New Star Realty (hereafter, referred to as New Star Realty), provide me with information on the business offered for sale, understand and agree: That information provided on the business by New Star Realty is sensitive and confidential and that its disclosure to others would be damaging to the business and to the broker's fiduciary relationship with the seller.

That I will not disclose any information regarding this business to any other person who has not also signed and dated this agreement, except to secure their advice and counsel, in which case I agree to obtain their consent to maintain such confidentiality. "Information" shall include the fact that the business is for sale, plus other data. The term information does not include any information that is already in your possession.

All information provided to review the business will be returned to New Star Realty without retaining copies, summaries, analyses, or extracts thereof in the event the review is terminated.

That I will not contact the seller, his employees, suppliers, or customers except through New Star Realty. That all information is provided by the seller and is not verified in any way by New Star Realty. New Star Realty is relying on the seller for the accuracy and completeness of said information and has no knowledge of the accuracy of the given tax, accounting or legal advice.

That, prior to finalizing an agreement to purchase a business, it is my responsibility to make an independent verification of all information. I agree that New Star Realty is not responsible for the accuracy of any information I receive and I agree to indemnify and hold New Star Realty harmless from any claims or damages resulting from its use. I will look only to the seller and to my own investigation for all information regarding any business offered New Star Realty.

That, should I enter into an agreement to purchase a business New Star Realty offers for sale, I grant to the seller the right to obtain, through standard reporting agencies, financial and credit information concerning myself or the companies or other parties I represent and understand that this information will be held confidential by the seller and New Star Realty and will only be used only for the purpose of the seller extending to me.

That all correspondence, inquiries, offers to purchase, and negotiations relating to the purchase or lease of my business presented to me, or companies I represent, by New Star Realty, will be conducted exclusively through New Star Realty.

Agree to and accepted

Name _____ Date _____

Signature

_____ Phone _____

Print

Address _____

New Star Realty, By _____ Date _____