



Confidentiality and Non-Disclosure Agreement

You have requested information about a client company, (or companies), of Coldwell Banker Commercial Metro Brokers (“Metro Brokers”) in connection with a possible transaction involving that company (or companies). In consideration of Metro Brokers providing such confidential information on the company (or companies) you hereby agree as follows:

Property/Business Address:

- (1) _____
- (2) _____
- (3) _____
- (4) _____

1. Except as hereinafter provided, the Information (as such term is defined below) (a) will be kept confidential by you and your Representative (as such term is defined below), and (b) shall not, except as hereinafter provided, without the prior written consent of the Company, be disclosed by you or your Representatives, in whole or in part. However, you may disclose any such Information to those of your Representatives who need to know such Information for the sole purpose of evaluating the possible transaction between you and the Company and who, prior to transmittal, shall be advised by you of this Agreement and directed for the benefit of the Company to keep the Information confidential to the same extent as though they were parties to this Agreement. For purposes of this Agreement, the term Information means all confidential Information about the Company, whether oral, written or otherwise, which the Company or Metro Brokers, or any of the Company or Metro Broker’s respective shareholder, general partners, directors, officers, employees, counsel, agents or representatives (collectively, “Representatives”), provide to you, whether provided before, on or after the date of this Agreement, and all notes, analyses, compilations, studies or other documents, whether prepared by you or others, which contain or otherwise reflect or are prepared based on any such information.

Notwithstanding the foregoing, the term “Information” shall not include information which (i) becomes generally available to the public other than as a result of a disclosure by you, any of your affiliates or your Representative, (ii) was available to you on a non-confidential basis prior to its disclosure to you by us or the Company, or (iii) becomes available to you on a non-confidential basis from a source other than Metro Brokers, the Company, or the respective Representatives of Metro Brokers or the Company, who to your knowledge is not bound by a confidentiality agreement with us or the Company or other obligations of secrecy to the Company.

2. You agree that the Information shall not be used for any purpose other than evaluating the Company as a possible investment or acquisition for your company or any of its affiliates.

3. Without Metro Broker’s or the Company’s written consent or as provided in Section 4 hereto, you and your Representatives will not disclose to any person (a) the fact that the Information has been made available to you or that you have inspected any portion of the information, (b) the fact that discussions or negotiations are taking place concerning a possible transaction between you and the Company, and (c) any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

Initials _____

4. In the event that you or any of your affiliates or Representatives are compelled (by oral questions, interrogatories, requests for production of documents, subpoena, civil investigative demand or any other similar legal process) to disclose any of the information, you agree to provide the Company with prompt notice of such process so that the Company may seek (with your reasonable cooperation) an appropriate protective order. It is further agreed that, in the absence of a protective order under such circumstances, you and/or your affiliates and/or Representatives may disclose such information without any liability hereunder.

5. If discussions between the Company and you regarding a possible transaction are terminated, promptly upon request from the Company, you shall redeliver to the Company all tangible Information and any copies thereof, except for that portion which consists of analyses, compilations, studies or other documents prepared by you or your Representatives, which shall be kept confidential in accordance with the terms hereof or, at the request of the Company, destroyed. Any such destruction shall be certified in writing to the Company from an authorized representative supervising the same.

6. Although you understand that we have endeavored to provide to you Information known to us which we believe to be relevant to you for the purpose of your investigation, you further understand that, except as may otherwise be agreed in writing, we do not make any representation or warranty as to the accuracy or completeness of the Information. Except as may otherwise be provided in a "Transaction Agreement" (as defined below), you agree that neither the Company or Metro Brokers nor their respective representatives shall have any liability to you or any of your Representatives resulting from the use of the Information by your or your Representative.

7. You also understand and agree that no contract or agreement providing for a transaction with the Company shall be deemed to exist between you and the Company unless and until a definitive written agreement with respect to the transaction ("Transaction Agreement") has been executed and delivered. For purposes of this paragraph, the term "Transaction Agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of any offer or bid on your part.

8. You agree that you and your Representatives will (a) direct all inquiries and any requests for information concerning the Company to Metro Brokers, and (b) will not discuss any Transaction or related matters with any management or employees of the Company, without the prior written consent of the Company. You further agree that for a period of one year from the date of termination of discussions between you and Metro Brokers or the Company, you will not solicit for employment any key employee of the Company with whom you have had contact during the period of your investigation of the Company.

9. You acknowledge and agree that in the event of any breach of this Agreement, the Company would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that the Company, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to compel specific performance of this Agreement, without the need for proof of actual damages. You agree to waive, and to cause your Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

Initials_____

The non-prevailing party in any such action agrees to reimburse the prevailing party for any and all costs and expenses, including attorney's fees, incurred in connection with the enforcement of this letter agreement.

10. You further agree not to initiate or maintain contact with any officer, director, or employee of the company regarding the company's business, operations, prospects, or finances except with the **express written** permission of the company and will direct and cause your representative not to initiate or maintain such contact. **Further, if you or your authorized representative(s) tour, inspect, and/or visit any of the locations of the company, you or your authorized representative(s) will not have any communications with the employees other than as a customer of the business.** All (i) communications regarding this possible transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding this transaction, will be submitted or directed only to Satwant Singh.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the principles of conflict of laws thereof.

Please indicate your agreement with terms of this Agreement by executing and returning to the undersigned the enclosed duplicate copy. It is agreed and understood that such delivery of this Agreement by you shall be deemed delivery to the Company as well as to Metro Brokers.

Sincerely,

Satwant Singh

Associate Broker (3575 Piedmont Road Piedmont Center Building 15, Suite 950 Atlanta, GA 30305)
678-523-7449 (CELL)
770-963-8136 (FAX)

Agreed to this _____ day of _____, 201__.

By: _____
Signature

Printed Name: _____

Title: _____

Phone: _____

Company: _____

FAX: _____

Address: _____

Email address: _____
