

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The undersigned prospective purchaser(s) (the “Buyer”) hereby acknowledge receipt of CONFIDENTIAL INFORMATION about business(es) for sale (the “Business”), currently and from this time forward, represented by J & S Group, Inc. and/or Coldwell Banker Commercial Alfred Saliba Realty (the “Broker”). In consideration of CONFIDENTIAL INFORMATION furnished to Buyer on the Business as being available for sale, Buyer hereby acknowledges that Broker first provided such information, and should Buyer buy, lease or come into possession of the Business within two (2) years from the date hereof, Buyer hereby agrees to protect Broker’s right to commission. In the event of any sale, transfer or other conveyance of the Business to Buyer, Buyer agrees to notify Broker in writing not less than 10 days prior to the closing thereof. Buyer acknowledges that Broker is acting as agent of the Seller of the Business, all fees due Broker are, and will be, the responsibility of the Seller. Buyer understands and agrees that Buyer will be liable to Broker for the non-payment of any commission due upon any purchase, transfer or other conveyance of the Business to the Buyer without payment of a commission to the Broker.

Buyer further agrees not to divulge, disclose or use any CONFIDENTIAL INFORMATION acquired under this agreement, except to the Buyers advisors on a need to know basis, nor use any such information for its account or benefit of any other person or entity, and further agrees not to interfere with, or cause any action that harms the Business. Buyer agrees not to talk to owner or employees of the Business without the approval of Broker. Buyer understands that the Business is also a party beneficiary whose rights are being protected and may also enforce the terms of this Confidentiality and Non-Disclosure Agreement as if it were a party to this Agreement.

Buyer further acknowledges that all information and materials on the Business provided by Broker have been provided to Broker by Seller of the Business. Seller has represented to Broker that the information furnished to Buyer is true and correct. Buyer understands that Broker does not guarantee the accuracy or completeness of such information. While statements of Broker may be presented concerning matters of opinion, whether or not so identified, these are only statements of opinion. Broker makes no representations or warranties, expressed or implied, regarding the information provided to the Buyer. All information provided to the Buyer is to be used solely for the purpose of evaluating the Business as a potential buyer.

Initials: _____

This Agreement may be amended only by written instrument duly executed by the parties. Buyer shall not assign this Agreement or any part hereof without the prior written consent of Broker. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. This Agreement shall be governed by and constructed in accordance with the laws of the State of Alabama. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the United States District Court for the Middle District of Alabama, Southern Division or the Circuit Court of Houston County, Alabama, this being in addition to any other remedy to which they are entitled at law or in equity.

Receipt of a copy of this Confidentiality and Non-Disclosure Agreement is hereby acknowledged, agreed to and accepted on the terms set forth herein. A facsimile transmission of signatures to this Agreement shall be legal and binding on parties hereto.

BUSINESS

BUSINESS

1. _____

2. _____

3. _____

4. _____

BUYER: _____

DATED: _____

SIGNATURE: _____

REPRESENTING: _____

Address: _____

Telephone: _____

E-mail: _____

Received by: **J & S GROUP, INC.**
410 North Shady Lane
Dothan AL 36303

By: _____

DATE : _____

Its: _____