



BRE 02030752 NMLS 1690556

BUSINESS CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

I the undersigned Buyer in my own representation and/or representing any affiliate prospect Buyer, may be interested in acquiring the business assets, stocks and/or commercial real estate of the business Listed For Sale by Broker: American Transactions Inc. and its Agent: Julio Kong, Identified as: BUSINESS ASSETS OF A & H MICHOACANA INC. I hereby acknowledge being first introduced by Agent Julio Kong and requested confidential information about the business for the sole purpose of evaluating eventual purchase and I/we agree the following:

- 1) I acknowledge that the confidential information that has been provided by the owner of the business or other sources may contain confidential trade, business, and financial secrets. Broker has no reasons to doubt its integrity, but its completeness and/or accuracy has not and will not be verified by "Broker" or its Agents. Buyer obligates to perform its own independent due diligence with the appropriate professionals at Buyer's expense, and any Buyer's decision related to the purchase will be based on Buyer's independent investigations.
2) All information about this Business in any format must be kept strictly confidential and the Buyer shall not disclose or give access to any party except as part of the Buyer's evaluation with identical confidentiality restrictions. The buyer is responsible for returning to the Broker all confidential information after concluding negotiations or destroy it at Seller's discretion without retaining any copy in any format.
3) Buyer acknowledges that Listing Broker is representing the Seller and may represent other Buyers in selling the business and/or real estate. Buyer also acknowledges that Buyer can be represented by the Listing Broker in a Dual Representation or be represented by its own Buyer's Broker to make a purchase offer.
4) As the Broker has an agreement with the Seller to be paid a fee for the Listing Service, Buyer and/or Buyer's representatives must conduct all negotiations and offer exclusively with the Listing Broker. Buyer and any Buyer's affiliates hereby agrees not to circumvent and not to directly contact the Seller or Seller's representatives up to three years of concluding negotiations. If Buyer directly or with any other representatives purchase the business or stocks or real estate in whole or in part, Buyer will be liable to the Listing Broker for its fees of 10% of the Asking Price and any other damages including legal and other costs.

Acknowledged and Agreed,

Buyer's Signature: _____

Agent's Signature: _____

Buyer's Full Name: _____

Agent's Name: Julio Kong DRE 01922232

Company Name: _____

Broker's Name: American Transactions Inc.

E-Mail Address _____

Broker's eMail: offers@amtransactions.com

Phone: _____

Phone: 949-342-4212

Street Address: _____

Street Address: 820 N. Parton St. Ste 201

City: _____ ZIP: _____

City: Santa Ana CA 92701

Date: _____

Date: _____