

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement, entered into by and between ARC RED INC. ARC REALTY GROUP, hereafter referred to as "ARC" or "Broker", having a principal place of business at 4956 W. Gunnison, Norridge, IL 60706, and _____, (the "Recipient"), having a principal place of business at _____, (jointly "Parties").

Note: Approval of this agreement will allow us to provide you with information on businesses and properties we are working with now and in the future. We will not need additional approval on future business or property opportunities as this Non-Disclosure Agreement shall also apply to such information provided by us to you. The terms of this Agreement are in effect as of the date of execution noted below for all businesses, companies and properties discussed, at any time, between ARC and the Recipient who may be a prospective buyer. The Recipient hereby requests information on business and properties presented by ARC/Broker.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, and agreements herein contained, and other valuable considerations, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recipient hereby verifies that any and all information provided by ARC with respect to any corporation, partnership, or entity (hereinafter "Companies") or real estate property (hereinafter "Properties") for the purpose of considering such Companies/Properties for purchase will be kept confidential. Recipient understands that ARC may disclose real estate and business information, business contacts materials, financials, referral information and/or ideas in the course of parties relations, all of which shall be classified as "Confidential Information." All information disclosed during the normal course of relations, including but not limited to conversations and documents, shall be treated as proprietary and kept private and confidential. All books, records, files, forms, reports, memorandums, papers, accounting data, emails or any documents relating to the parties' relations and Companies/Properties, its agents, employees, or partners and shall not be removed, duplicated, copied or electronically transmitted without the prior consent of ARC. Recipient agrees to hold Confidential Information in confidence and exercise reasonable precautions to protect such proprietary and Confidential Information. This information will not be divulged by Recipient to any other person, entity or party except to those whose knowledge of the information is required for Recipient to evaluate the Companies/Properties as potential acquisitions and who shall assume the same obligations as set forth in this letter, without prior written approval from ARC. Recipients obligations under this Agreement shall not extend to information that is: (a) publicly known at the time of disclosure under this Agreement or subsequently becomes publicly known through no fault of Recipient; (b) discovered by Recipient prior to the time of disclosure by ARC; or (c) otherwise learned by Recipient through legitimated means other than from ARC or anyone connected with ARC.
2. Recipient acknowledges and understands that the purpose of this Agreement is to protect the strict confidences of Owners of Companies/Properties (here after "Owner" or "Owners") that ARC is offering for sale. Owner's ability to remain competitive within the marketplace hinges upon keeping confidential all information about proposed sale of Companies/Properties and to prevent occupants, suppliers, customers, employees, and others from acting upon such confidential information. Therefore, all conversations and documents shall be held in strict confidence and Recipient shall conduct ALL inquiry and communication regarding the Companies/Properties exclusively through ARC. At no time shall Recipient contact directly Owners of Companies/Properties, or its employees, suppliers, customers, or advisors.
3. The Recipient agrees that a) it will consult its own professionals for legal, tax, accounting, business and financial advice, including the determination together with Owner, as to whether or not the Transaction will be an asset sale, a stock sale, or other business transaction; b) it will hold ARC harmless and defend

it in any legal proceeding resulting from the Recipient's own activities; c) it will conduct its own investigations without relying on the statements or omissions of ARC; d) it will cooperate with ARC and will provide all transaction documents to ARC prior to closing; and e) it will also provide to ARC post-closing information as may be required. It is understood that ARC makes no representation or warranty as to the completeness or accuracy as to any information presented regarding Companies/Properties and is not liable for any information relayed to Recipient from Owner of Companies/Properties.

4. Unless otherwise agreed to in writing by ARC and Recipient, Owner shall pay brokerage commission as agreed to in a separate, written Listing Agreement between Owner and ARC. In consideration for introducing and furnishing Recipient with information on Companies/Properties for sale, Recipient agrees that if Recipient should purchase any Company/Property, or enter into a lease or purchase agreement within eighteen (18) months of the date of introduction by ARC, Recipient agrees to include as part of that transaction an agreement to pay ARC the agreed upon commission which shall be due and payable by Owner simultaneously with any such transaction between Recipient and Owner. Should Recipient act directly or indirectly to circumnavigate the ARC's right to this commission or circumnavigate the terms of this Agreement, it is hereby understood that Recipient may be held liable for the brokerage fees and any and all of ARC's reasonable legal expenses and costs, in enforcing ARC's rights under this Agreement and any agreement executed with Owner.
5. The confidentiality and non-disclosure provisions of this Agreement shall survive the termination of any relationship between ARC and Recipient. Recipient understands that in the event it fails to comply with this Agreement, ARC or Owner may suffer irreparable harm which may not be adequately compensated for by monetary damages alone. Recipient, therefore, agrees that in the event of its breach or threatened breach of this Agreement, ARC will be entitled to injunctive and/or other preliminary or equitable relief, in addition to any other remedies available at law. This Agreement shall be governed by the laws of and adjudicated in the State of Illinois without regard to laws pertaining to choice or conflict of laws of said state.
6. This Agreement is not subject to the doctrine of construction of ambiguity against the drafter. It shall be binding upon the parties and their representatives, executors, successors or assignees. Signed facsimile or digital copies of this agreement shall be considered as binding upon the parties. The prevailing party shall have the right to collect from the other party its reasonable court costs and attorney's fees, incurred in enforcing this Agreement.

Agreed and Acknowledged:

RECIPIENT / PROSPECTIVE BUYER

BROKER

Print name of entity, if any

ARC RED INC. ARC REALTY GROUP

By:_____

By:_____

Print name:_____

Print name:_____

Its:_____

Its:_____

Date:_____

Date:_____