



Exit Strategies Group, Inc.
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Petaluma, CA 94952
707-778-2040

www.exitstrategiesgroup.com

Confidential Merger, Acquisition
and Business Valuation Services

NON-DISCLOSURE AGREEMENT

Project #SE341CB, “NorCal Craft Brewery”

In connection with your consideration of a possible transaction with NorCal Craft Brewery (**Project #SE341CB**) (the “Company”), and upon execution of this Non-Disclosure Agreement (“Agreement”), Exit Strategies Group, Inc. (“Exit Strategies”) is prepared to furnish certain information relating to the Company solely for your use in evaluating a potential acquisition of or investment in the Company (a “Transaction”).

As a condition to your being furnished with such information, you agree to treat as confidential the identity of the Company, the fact that the Company is considering a Transaction, and any and all information and materials concerning the Company (whether or not reduced to writing, whether in tangible or electronic form, and whether prepared by the Company, or its advisors or otherwise) furnished to you by or on behalf of the Company (all hereinafter collectively referred to as the "Evaluation Materials"). The term Evaluation Materials does not include information which is already generally available to the public at the time of disclosure to you or which becomes generally available to the public other than as a result of disclosure by you or your directors, officers, employees, investors, financing sources, owners, agents or advisors (collectively, “Representatives”), or is independently developed by you or your Representatives without the use of or reference to any Evaluation Materials, as established by your contemporaneous written records.

In consideration of the agreement to disclose the Company’s identity and Evaluation Materials, you acknowledge and agree that:

1. Subject to Paragraph 2 below, you will not, without prior written consent of the Company, disclose to any third party the Company’s identity, the fact that it may be the subject of a Transaction, the fact that the Evaluation Materials have been made available to you, or the contents of any of the Evaluation Materials, other than as required by law or subpoena or court order (collectively, “Legal Order”), and then only after having provided Company with two weeks’ notice and an opportunity to seek a protective order or other appropriate remedy, and then only to the extent necessary to comply with such Legal Order.
2. You may disclose the Company’s identity and Evaluation Materials or information contained therein solely to your Representatives (i) who need to know the information for purposes of evaluating a Transaction on your behalf, (ii) who are informed by you of the confidential nature of the information, and (iii) who agree to be bound by the terms of this Agreement to the same extent as if they were parties hereto. You are responsible and shall be liable for any breach of this Agreement caused by your Representatives.
3. You acknowledge and agree that the confidentiality provisions contained herein are reasonable, and that any breach of your obligations hereunder may cause the Company irreparable harm for which

the Company may have no adequate remedy at law. Therefore, you agree and acknowledge that the Company shall be entitled to seek equitable relief in the event of any breach or threatened breach hereof without the posting of a bond or other security, and in addition to the right to assert any other remedy it may have under this Agreement or otherwise at law or in equity.

4. While the Company and its agent Exit Strategies have endeavored to include in the Evaluation Materials only information that is believed to be reliable and relevant for the purpose of your evaluation, neither the Company nor Exit Strategies makes any representation or warranty as to the reliability, accuracy or completeness of the information contained in the Evaluation Materials. You agree that neither the Company, nor Exit Strategies, nor any of their respective officers, directors, partners, employees or agents shall have any liability to you or any of your Representatives, arising from your or their use of the Evaluation Materials.
5. Your use of the Evaluation Materials is solely for the purpose of studying the Company and determining whether you wish to conduct a Transaction with the Company. You will refrain from using or allowing such information to be used for any other purpose, or in a manner which is not specifically approved by the Company.
6. All correspondence and communication from you regarding the Company or Transaction shall be directed to Exit Strategies. No correspondence or communication in any form from you shall be made to the Company, its owners, employees, suppliers, customers or professional services firms regarding a possible Transaction without the prior written consent of Exit Strategies. Exit Strategies represents the Company only and is not representing you.
7. This Agreement does not require the Company to disclose any particular Evaluation Material to you or to enter into any type of Transaction with you. The Company and its representatives are free to conduct the process relating to a possible Transaction as they wish, and the Company reserves the right to reject any and all proposals made by you with respect to a Transaction and to suspend or terminate discussions and negotiations with you at any time for any reason.
8. At the written request of the Company or Exit Strategies, or if either party decides to terminate the evaluation or discussions regarding the Transaction, you shall promptly destroy all Evaluation Materials including all notes, reports and other materials prepared by or for you and confirm such destruction in writing to the Company and Exit Strategies. Notwithstanding the foregoing, you and your Representatives shall (i) be permitted to retain a copy of the Evaluation Materials to the extent required to comply with applicable law or regulatory authority or written and established internal document retention policies and (ii) not be required to destroy, delete, or modify any backup tapes or other media pursuant to automated archival processes in the ordinary course of business, provided in each case, any such Evaluation Materials retained shall remain subject to the confidentiality obligations of this Agreement for so long as such Evaluation Materials are retained.
9. You and your Representatives agree, for a period beginning on the date of execution of this Agreement and continuing until the date that is two (2) years following the termination of discussions and negotiations regarding the Transaction, not to solicit for employment any employees of the Company who (a) were introduced to you or your Representatives in connection with the evaluation of the Transaction or (b) about whom you or your Representatives learn non-public information, provided that nothing in this Agreement shall prohibit you or your Representatives from engaging in general solicitations of employment not specifically directed at employees of the Company (including

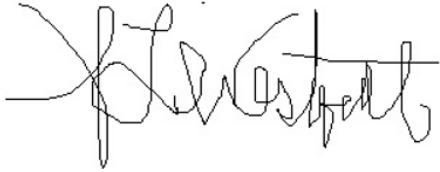
but not limited to the use of newspapers, magazines, and employment agencies).

10. Except for the last sentence of Section 8 and the provisions of Section 9, which shall survive in accordance with their terms, this Agreement shall survive for two years from the date of execution regardless of termination of discussions or evaluation of a Transaction by either party, provided that trade secrets shall remain subject to the non-use and confidentiality provisions of this Agreement for so long as they remain trade secrets under applicable law.
11. As used herein, the term “you” and “your” means your company, the person signing this Agreement on behalf of your company and all Representatives of your company. You will direct your Representatives to observe the terms of this Agreement, and you shall be responsible for any breach of this Agreement by any of your Representatives. This Agreement shall be binding upon your successors and assigns, provided that you may not assign this Agreement without the prior written consent of the Company. You acknowledge that the Company is an intended third-party beneficiary of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any civil action arising out of or relating to this Agreement must be brought, if at all, in the Federal or State courts located in the State of formation of the Company.

[Signature page follows.]

Please confirm your agreement and acceptance of the foregoing terms and conditions by executing in the spaces provided below and return a copy of the executed Agreement to me by Email to tony@exitstrategiesgroup.com.

Respectfully yours,



Anthony Westfall
Senior M&A Advisor
Exit Strategies Group, Inc.

AGREED AND ACCEPTED

Your company: _____

By: _____

Name: _____

Title: _____

Date: _____

Street Address:

Phone: _____