



January 15, 2008

RE: Business or Real Estate

Dear Sir or Madam,

You have expressed interest in a potential transaction (the "Transaction") whereby _____ or assigns ("Potential Buyer") would purchase from Seller of company ("Owner") that certain Restaurant Business /Real Estate commonly referred to as ("Property").

In connection with the Potential Transaction but subject to the Potential Buyer's agreements as set forth herein, the identity of the tenant(s) of the Property ("Tenant") will be provided to Potential Buyer and the Potential Buyer will be provided with certain information and materials pertaining to the Tenant's financial condition and other matters related to the Tenant's business. In furtherance thereof, it is necessary that the Potential Buyer execute below, acknowledging its agreement to comply with the following terms and conditions regarding the confidential nature of these discussions and negotiations and all of the materials and information to be provided to Potential Buyer in furtherance thereof.

Specifically, it is hereby agreed that all materials and information provided to Potential Buyer shall be used by Potential Buyer solely for the purpose of evaluating the Transaction and not in any way directly or indirectly detrimental to the Owner or the Tenant or in competition with the Owner or the Tenant and, such materials and information, including without limitation, all financial information concerning the Owner, the Property or the Tenant, shall be kept and maintained in the strictest confidence by Potential Buyer and its agents, employees, representatives and advisors and shall not be disclosed, verbally or in writing, to any other person or entity either now or at any time in the future, except that Potential Buyer may disclose the materials or applicable portions thereof to those of its directors, officers and employees and representatives of its advisors who need to know such information for the purpose of evaluating such transaction (it being understood that those other persons will be informed of the confidential nature of the materials and will agree, in writing, to be bound by this agreement and not to disclose the information to any other individuals). Without limiting the generality of any of the foregoing, Potential Buyer, for itself and its affiliates and their respective agents, employees, consultants, attorneys, and brokers shall keep and maintain in strict confidence all terms and conditions regarding the Transaction, including all financial, business and proprietary information regarding the Owner, Property or Tenant, and shall not disclose the same to any other person or entity except as expressly provided herein.

In the event a definitive Bill of Sale for business is not executed and/or a transaction is not consummated for any reason whatsoever, all materials provided to you (and a copies thereof made by you) will be returned to Owner. The confidentiality obligations set forth herein shall survive for a period of twenty years from the date hereof.

**4120 S. Narcissus Way Denver, Colorado 80237
Phone: 303-907-6200 Fax: 1-866-677-1516**

Potential Buyer, for itself and its agents, employees and advisors further agrees that it shall not contact, directly or indirectly, any governmental agency having jurisdiction with respect to the Property nor any Tenant(s) or other occupant of the Property, nor any lender of the Property, in any way with respect to this potential transaction without the prior written consent of Owner, which consent may be withheld unless and until a definitive contract for the purchase and sale of the Property is negotiated, executed and delivered, and thereafter such consent may be reasonably conditioned by Owner to effectuate the intent of these confidentiality provisions.

This Agreement and the terms and provisions hereof may be enforced by Tenant notwithstanding that its identity is not disclosed herein and that it is not a party hereto. In the event of any breach of any of the terms, covenants or conditions contained herein, the prevailing party shall be entitled to recover its costs and reasonable attorneys fees incurred in enforcing and protecting its rights hereunder.

Please sign below on a copy of this letter, acknowledging your receipt and agreement to the terms and conditions hereof and return to me at your soonest convenience in order that we can deliver to you the various documents and materials related hereto.

Very truly yours,

Gary A. Molinaro
Broker / Owner / Developer

Accepted and agreed to this ____ day of _____, 2008:

PLEASE COMPLETE ALL OF THE INFORMATION BELOW.

FAILURE TO DO SO COULD DELAY DELIVERY OF REQUESTED PACKAGE.

PURCHASER/ADVISOR:

CO-OPERATING BROKER:

Company: _____

Company: _____

Contact: _____

Contact: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail Address: _____

E-mail Address: _____

Please fax to: Gary A. Molinaro at 1-866-677-1516

**Denver Commercial Properties
4120 S. Narcissus Way
Denver, Co 80237
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