



Sent via Fax to:

CONFIDENTIALITY AGREEMENT

Confidentiality Purchaser/lessee/broker/lender ("Purchaser") acknowledges (a) that information and/or documentation ("Information") relating to the company, business, and/or location ("Facility") listed below and furnished to Purchaser by Atlanta Restaurant Brokers & Realty Inc. ("Broker"), has not been previously presented to or made available to Purchaser except through Broker; (b) that the Information will not be disclosed by Purchaser to anyone without the prior consent of Broker; and (c) that Purchaser will not enter into any correspondence, meeting, negotiation, or agreement relating to any such Facility, except through Broker. Purchaser acknowledges that Broker has not conducted any independent investigation, verification, or evaluation of the Information provided to Purchaser, and that Broker offers no warranty or representation concerning the accuracy of the Information. Purchaser agrees to rely solely upon Purchaser's own independent inquiry relating to any such Facility as conducted prior to closing.

Commission Purchaser agrees that Broker will be paid its standard published commission by the seller or lessor ("Seller") in the event Purchaser or any client or affiliated or related party or entity of Purchaser buys, leases, manages, invests in, lends to, is employed by, or otherwise comes into possession or constructive control of any such Facility during the period of two years following the date of this agreement, in a sum equal to Broker's standard published commission in effect at the time of closing. Purchaser agrees to cause the obligation for the payment of the commission by Seller to be included in any agreement which Purchaser, or any associate or affiliate of Purchaser, enters into with Seller relating to any such Facility, and further agrees to affirmatively cause the commission to be paid by Seller to Broker at closing. Following such payment, **Purchaser will have no obligation or liability for the payment of any commission to Broker.** Purchaser will not close on any transaction on any such Facility until Broker is paid its commission by Seller, or until Broker otherwise enters into a written commission agreement with Seller. The undersigned Purchaser represents and warrants that s/he has the power and authority to enter into this Agreement.

Facility Introduced:

Purchaser must legibly complete all 8 following lines:

Signature / Date : _____

Print Name : _____

Driver's License No.: _____

Address: _____

City, State & Zip: _____

Tel: _____

Tel/Fax: _____

E-mail: _____

Please Return via Fax to:

404-303-7007

