

**DISCLAIMER AND CONFIDENTIALITY AGREEMENT**

\_\_\_\_\_, 2012

Commercial & Industrial Consultants, Inc.  
2915 Frankfort Avenue  
Louisville, Kentucky 40206

Dear Mr. Grimm:

I understand that Commercial & Industrial Consultants, Inc. ("**CIC**") is the exclusive authorized representative for a soon-to-be-disclosed local area business about which I have specifically expressed interest ("**Seller**"), relative to a proposed sale of certain tangible and intangible business assets ("**Business**"). As a condition of getting more detailed information about the Business, you have required me to execute this Disclaimer and Confidentiality Agreement ("**Agreement**").

I acknowledge that, as the authorized representative of the Seller, CIC will supply to me various information about the Seller (provided to CIC by the Seller) and such other information which I may request of CIC from time-to-time in the future ("**Confidential and Proprietary Information**"). I recognize that CIC, its shareholders, directors, employees and salespersons are not personally familiar with the accuracy or completeness of such Confidential and Proprietary Information and therefore CIC cannot and does not personally make any representations or warranties regarding same. I recognize that nothing contained in such Confidential and Proprietary Information is being or should be relied upon by me as a promise or representation of future events and that I am not to construe delivery of such Confidential and Proprietary Information from CIC of any indication by CIC that there has been no change in the facts presented therein (either from the date such information was prepared or from the time it was given to me). I understand that CIC does not offer legal, financial or real estate advice regarding my possible acquisition of the Business, and that CIC's providing me Confidential and Proprietary Information on behalf of the Seller does not constitute an offer to sell or the solicitation of any offer to buy securities or assets of the Business.

I agree that all Confidential and Proprietary Information to which I shall have access (and of whatever form provided) is and shall remain the Seller's exclusive property. I agree that I will not, directly or indirectly (including use of the Internet or other electronic media), copy, use, disclose, or reveal to any person, firm, or corporation or divulge at any time any of the Confidential and Proprietary Information, except to my legal or financial advisor as needed without CIC's express written consent, and I will not permit my agents or affiliates to do so. In the event that I decide not to pursue the purchase of the Business or any interest therein, I agree to immediately and without legal demand, deliver to CIC any and all originals and copies of Confidential and Proprietary Information (and any notes made from same) which may be in my possession or over which I may have direct or indirect control. I further agree that, pending any final closing of the sale of all or part of the Business to me (or to any other business entity of or for which I have any affiliation or for which I am agent), I will not, directly or indirectly (including use of the Internet or other electronic media), disclose the identity of the Seller or the fact that I am in receipt of and reviewing any of the Confidential and Proprietary Information.

I agree that any violation by me of this Agreement shall, in addition to any other relief which may be recoverable, entitle the Seller to an immediate injunction and restraining order to prevent such violations or continued violation without having to prove damages. I agree that any such violation will cause the Seller substantial irreparable damage for which it shall have an immediate remedy by injunction and restraining order and further, I hereby waive any requirement that Seller secure or post any surety bond in connection with its obtaining any such injunction or other equitable relief as a result of any violation by me of this Agreement. Such violation by me shall further subject me to pay all reasonable expenses incurred by the Seller during the enforcement of its rights hereunder including, but not limited to, payment of all of the Seller's court costs and attorneys fees. This agreement shall be governed by the laws of the Commonwealth of Kentucky and I submit to venue in the Jefferson Circuit (Kentucky) Court, hereby expressly waiving whatever rights may correspond to me by reason of my present or future domicile, and I **WAIVE ALL RIGHTS TO A TRIAL BY JURY** in any civil action brought to enforce this Agreement. I agree and acknowledge that the Seller is expressly designated as a specified third-party beneficiary of this Agreement and that Seller has the full right, power and authority to enforce its provisions to the fullest extent.

I hereby accept CIC's business listing agreement with the Seller to be valid and agree to cooperate with CIC regarding the payment of any commissions due as a result of any purchase by me of all or any portion of the Business. All negotiations for my purchase of all or any portion of the Business shall be directed through CIC.

Sincerely,

**PRINTED NAME AND ADDRESS:**

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**SIGNATURE OF PROSPECTIVE BUYER**

(Individually and as agent for any other business entity interested in purchasing the Business or any interest therein)

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