

CONFIDENTIALITY AGREEMENT

The Undersigned, a prospective purchaser, desires to investigate the possibility of acquiring a business entity or property which will require Robert Garnier of Town Auto (the selling parties) to disclose certain confidential information to the Undersigned for the properties above. The Undersigned agrees the information received will be used solely for the evaluation of the entity or property. For purchase and agrees not to use the information in any way detrimental to the selling parties. The Undersigned agrees to keep such information confidential and will not release or communicate to any individual or business entity any information which it has received from the selling parties including, but not limited to financial statements. The only exception to the above shall be disclosures required by law and those parties assisting the Undersigned in evaluation of the business entity or property assisting in the evaluation as to the existence and terms of this Agreement and obtain the written agreement of those parties to be bound by the provisions of this Agreement. The selling parties do not certify the accuracy or the completeness of the information being furnished. The Undersigned will complete its own investigation and evaluation of the business entity or property for purchase, and agrees that the selling parties shall be held harmless with no liability whatsoever. Covenants and agreements shall survive expiration, termination, or cancellation of this Confidentiality Agreement. In case of any breach of this Agreement, Seller is entitled to all legal and equitable remedies, including injunctive relief. This agreement and its provisions shall be governed by the Laws of the State of New York. The validity of any provision of this Agreement shall not impair the validity of any other provision.

ACCEPTED AND AGREED BY:

DATE: _____

DATE: _____