

CONFIDENTIALITY, NON-SOLICITATION AND NON-DISCLOSURE
AGREEMENT

This Agreement, made as of the ___ day of _____, 20___ (the “Effective date”), by and among the undisclosed “Turn-Key Woodinville Wine Country Restaurant/Café ,” with **CBA ID # 647908** (the “Company”) being offered for sale by Gibraltar, LLC, and _____ (the “Prospective Purchaser”) contains the complete terms and conditions under which the Undersigned will gain access to Confidential Information as defined in Paragraph 1 for purposes described in Paragraph 2. In consideration for being granted such access, the Undersigned and the Companies agree as follows:

1. DEFINITION. For the purposes of this Agreement, “Confidential Information” shall mean the name of the restaurant and its owner, all information, menu ideas and plans, pricing data, sources of supply, general operating and other proprietary information, materials, documentation, software, relating to operation and ownership of the Company.
2. PURPOSES. The Undersigned, nor anyone working with the Undersigned and thereby given access to Confidential Information, shall not make any use of any Confidential Information other than for the purpose of determining whether to purchase or lease the Company or the real estate and all related contractual rights and obligations. The Confidential Information will not be used for any purposes other than as specifically provided in this Paragraph.
3. NON-DISCLOSURE. The Undersigned agrees that, in consideration for the Companies allowing access to the Confidential Information by the Undersigned, the Undersigned shall hold such Confidential Information from falling into public domain or into the possession of persons not bound to maintain the confidentiality of Confidential Information, and shall not disclose it without the Companies’ prior written consent to any person, firm or parties other than its employees or to contractors who have agreed in writing to preserve the confidentiality of the Confidential Information, nor use the Confidential Information for any purpose than to fulfill the purposes of this Agreement. The Undersigned agrees to treat the Confidential Information as confidential and proprietary to the Companies. The Undersigned shall protect the Confidential Information with reasonable care and at least the same degree of care as it protects its own confidential, proprietary and trade secret information. The Undersigned shall promptly advise Companies, in writing, of any misappropriation or misuse of Confidential Information, by any person, which may come to the Undersigned’s attention. Persons having access to Confidential Information shall not make use of any Confidential Information acquired for purposes other than those for which the information is disclosed.

4. COPIES; RETURN. The Undersigned shall make no copies, in part or in whole of any or all of the Confidential Information. The Undersigned will, at its own expense, return to the Company the Confidential Information and all authorized copies thereof within 30 days after receipt thereof or such earlier time upon the request of the Company.
5. RIGHTS IN CONFIDENTIAL INFORMATION. Except as specifically provided herein, this Agreement does not confer any right, interest or title in or to the Confidential Information to the Undersigned.
6. INJUNCTIVE RELIEF. Because of the unique nature of the Confidential Information, the Undersigned understands and agrees that Investor will suffer irreparable harm in the event that the Undersigned fails to comply with any of the terms of this Agreement, and that monetary damages may be inadequate to compensate Investor for such breach. Accordingly, the Undersigned agrees that the companies will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of this Agreement.
7. NON-SOLICITATION OF AND NON DISCUSSION WITH EMPLOYEES. No aspect of the potential purchase and sale of the Company shall be discussed with any employee of the Company by the Undersigned. For a period of one year from the date of this agreement, unless the Undersigned purchases the Company, neither the Undersigned nor anyone working with the Undersigned and thereby given access to the Company's employees will recruit, hire, or attempt to recruit or hire, directly or by assisting others, any employee of the Company.
8. GENERAL. This Agreement, its validity, construction and effect will be governed by the laws of the State of Washington. This Agreement supersedes any and all prior understandings and agreements between the parties with respect to the subject matter of this Agreement. This Agreement can only be modified by a written amendment by authorized representatives of the parties. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach nor shall it be a waiver of the underlying obligation. Should litigation arise concerning this Agreement, the prevailing party shall be entitled to attorney's fees and court costs, in addition to any other relief, which may be awarded. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature page(s) executed by one or more of the other parties. Each of the parties agrees that each of the other parties may rely upon the facsimile signature of any party on this Agreement as constituting a duly authorized, irrevocable, mutual, current delivery of the Agreement as duly as if this Agreement as contained the original ink signatures of the party or parties supplying a facsimile signature.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date first above written.

Prospective Purchaser(s) Signature

Signature: _____

Date: _____

Print Name: _____

Email Address: _____

Phone: _____

Agent Name: _____

Company: _____

Signature: _____

Phone: _____

Email: _____

Please fax to Laura Miller @ **206.367.6087** or email to **laura@gibraltarusa.com**