



NONDISCLOSURE AGREEMENT

This Agreement will confirm our understanding regarding the High-End Building Product Distribution business listed for sale by Falco Sult and your receipt of certain confidential "Information." It is understood that our Clients are the intended parties and beneficiaries whose rights are being protected and may enforce the terms of this Nondisclosure Agreement as if they were a party to the Agreement.

1. Confidential "Information" means all oral or written data, reports, records, or materials obtained from Falco Sult or our Client, including the name, address, and type of business, the knowledge that our Client may be considering a sale, or the fact that Information has been provided to you or us.
2. This Information is being provided solely in connection with your consideration of the acquisition of our Client. The information you obtain about our Client shall not be used for competitive purposes in any other business, present or future. You shall not solicit for employment any person who is now employed by our Client. No portion of this Information shall be disclosed to others, except to those of your employees and agents whose knowledge of the Information is required for you to evaluate our Client as a potential acquisition and who shall assume the same obligations under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement. All Information shall be promptly returned or destroyed; in the event you do not move forward with an acquisition.
3. It is understood and agreed that damages may not be a sufficient remedy for breach of this Agreement and that our Client shall be entitled to seek specific performance, injunctive relief, or both, as nonexclusive remedies for any such breach. The prevailing party in any proceeding under this Agreement shall be entitled to be paid its legal expenses and costs reasonably incurred in connection with such proceeding.
4. It is understood that (a) no representation or warranties are being made as to the completeness or accuracy of any Information and (b) any and all representations and warranties shall be made solely by our Client in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.
5. The undersigned acknowledges the responsibility to perform a due diligence review at their own expense prior to any acquisition. The undersigned further acknowledges that Falco Sult Financial Services is the agent for the Client and we are not hereby entering into an agency relationship with a potential Buyer.
6. During the course of your evaluation, all inquiries and other communication with our Client are to be made solely through Falco Sult Financial Services. You must refrain from any contact with our Client's employees, suppliers, customers, or advisors without the express written approval from our Client or us.
7. Obligations under this Agreement shall expire upon the earlier to occur of (i) two (2) years from the date hereof, or, (ii) the consummation of the Potential Transaction with the Client, pursuant to a definitive binding agreement in connection therewith; provided, the terms of such definitive agreement expressly supersede the terms hereof.

Name: _____ E-mail: _____
Organization: _____
Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Signature: _____ Date: _____

Please return via email or fax to fscps@falcosult.com or 425-861-4658.