

NON-CIRCUMVENT/ NON-DISCLOSURE AGREEMENT

The following **BROKERS/CORPORATIONS/PERSONS** are bound by this agreement in reference to the purchase or other acquisition of all properties submitted by Kudan Group, Inc. or its assignees or affiliates.

COMPENSATION:

In the event Kudan Group does not receive a consulting fee from the seller, the following success fee for acquisition advisory and consulting services shall be rendered on any properties or businesses presented by Kudan Group. Simultaneously with the consummation of a transaction (closing), Kudan Group, Inc. shall receive a cash fee equal to Five Percent (5%) of the total transaction price. Said fee shall be paid directly to Kudan Group, Inc. at the closing without any offsetting, delay or cost. Kudan Group, Inc. agrees to pay any cooperative and/or referral fee associated with Kudan Group, Inc. from outside sources, such as brokers or intermediaries.

BE IT HEREBY KNOWN that each of the parties herein, separately and individually, as well as their associates, do hereby agree that themselves, their corporation (s), division (s), subsidiaries, employees, agents, consultants or otherwise shall make no contact with, deal with, or otherwise be involved in any transaction associated with any bank lending institution, trust, corporation, or individual lender, real estate broker, borrower, buyer or seller, introduced by the parties herein, separately or individually, as well as their associates, without written permission by the introducing party.

UPON EXECUTION OF THIS AGREEMENT as evidenced by the signature (s) below, each party, separately and individually, as well as their associates, do confirm and agree that any corporation, organization, firm, company, or individual or otherwise which either is a party to, member of, principal agent for, employee of or otherwise which would benefit from such as association, is also bound by this agreement and each signatory herein shall be responsible for such compliance to the terms herein.

IT IS UNDERSTOOD AND AGREED that this agreement shall be in full force and effect for two (2) years from the date affixed below.

IT IS HEREBY CONFIRMED that the identities of such sources, be it institutions, corporations, individuals, or otherwise, are the property of the introducing party and shall remain so for the duration of this agreement. The parties herein agree to the confidentiality of the name of such source introduced by any of the parties herein or their associates. Such identity shall remain confidential during this agreement and shall include telephone numbers, addresses, telex or fax numbers, or otherwise. Such information shall be considered the property of the introducing party and all agree, separately and individually, to mutually confer as to the determination of proper procedures and non-disclosure and shall obtain written permission, if required, from the introducing party.

IT IS UNDERSTOOD between the parties herein that the agreement is reciprocal one to the other concerning their privileged information and contacts.

THE SIGNATORIES HEREIN ACKNOWLEDGE that they are authorized to commit themselves and/or their company to the terms of this agreement and attest that there are not other agreements, contracts, understandings or otherwise, either written or oral, that can make this NON-CIRCUMVENT/ NON-DISCLOSURE AGREEMENT void or unenforceable.

THIS AGREEMENT MAY BE EXECUTED in multiple counterparts, each of which (consisting of one set of textual pages and one or more signature pages, each signed by one or more parties and collectively exhibiting the signatures of all parties), shall be deemed an original and all of which shall constitute one agreement, including the signatures of any party to any counterpart.

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NO REPRESENTATION IS MADE as to the accuracy of the data provided. All data is provided for informational purposes only. The PROSPECT is encouraged to thoroughly review and independently verify by independent counsel and/or an accountant that the data provided are substantially representative of the business activity of the SELLER.

IN THE EVENT THAT PROSPECT discloses the availability of said property to any third party, and this third party purchases the property, the PROSPECT, in addition to remedies specified above, will also be responsible for the payment of specified transaction fee to Kudan Group, Inc. or its affiliates by agreement indicated above.

THIS CONTRACT SHALL BE GOVERNED by the laws of the State of Illinois and the parties specifically and irrevocably agree to submit any controversy or claim arising out of or relating to this Contract, or the breach thereof, to resolution by arbitration in accordance with commercial arbitration rules of the American Arbitration Association. A judgment upon any award rendered by the arbitrators shall be entered by court having subject matter jurisdiction therein and all parties expressly waive any challenge to the use of arbitration in accordance with this paragraph. The parties hereto agree that jurisdiction and venue for the entry of judgment upon said arbitration award shall be in Cook County Illinois. The arbitrators are directed to award the expenses of the arbitration, including required travel and other expenses of the arbitrators and any representatives of the arbitrators' costs, the costs and charges of the American Arbitration Association, all reasonable Attorney's fees and costs, to the prevailing party in the arbitration. In such event, no action shall be entertained if filed more than one year subsequent to the date the cause (s) of action actually accrued regardless of whether damages were otherwise as of said time calculable. Kudan Group, Inc., shall be entitled to all information and copies of all documents relating to arbitration from both the Arbitrator and the parties. The seller shall be deemed to be a party to the document insofar as need be.

IF A WRITTEN OFFER HAS BEEN SUBMITTED on any of the above-referenced properties, and the offer is in the SELLER'S possession prior to the date of this agreement the property will be excluded. Otherwise, the above-mentioned parties are authorized to represent the Buyer, during the acquisition of these properties.

AGREED AND ACCEPTED:

BY: _____

DATE: _____